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DRAFT -- PERFORMANCE WORK STATEMENT (PWS) Community Based Outpatient Clinic King County, Washington

B.3.1 SERVICES PROVIDED:

a. This solicitation is for Community-Based Outpatient Clinics (CBOC) for providing Health Care Services as defined in this PWS in a private hospital, office or clinic environment to veterans primarily residing in but not limited to King and Washington. The Parent Facility for this CBOC is the VA Puget Sound Healthcare System in Seattle WA. Unless otherwise noted, hereafter within this document, singular terms such as “CBOC, CBOCs”, “clinic” or “Contractor’s facility” shall refer to all three sites of care and collectively will be known as the King County CBOC. The Contractor shall lease, furnish, equip and staff three CBOCs **solely dedicated to providing healthcare services to veterans**. The clinics will be located within the boundaries of King County WA and will be generally located using the following criteria: Located in modern facilities which allows for easy patient access. The clinic should have proximal access to major arterials, freeways and by-passes. The clinic shall be located on major bus routes with bus stops located in the immediate area. There should be adequate patient and handicap parking for patients and visitors and there should be a safe zone for dropping off and picking up of patients in vans, taxis, ambulances and other commercial patient transport vehicles. The facilities and amenities must be fully ADA compliant without steep inclines or ramps. Parking in the Seattle metro area can be challenging so the contractor will ensure that patients have access to an adequate number of protected parking spaces, through lease agreements or by leasing parking spaces separately. One clinic will be located in North King County; the clinic should be located as close to the King/Snohomish county line as possible, but no further south than Interstate 5 exit 173. The second clinic will be located East of Seattle near the Interstate-405 corridor, east of Renton and South of the I-405/SR-520 interchange. The third clinic will be located in South King County as close the King/Pierce County line as possible, with consideration for easy access to I-5 and SR-18 but no further North than I-5 exit 147. Primary Care services will provide a continuum of care from prevention to diagnosis and treatment, to appropriate referral and follow-up. Those patients needing specialty or follow-up care shall be referred to VA Puget Sound. The CBOC must have the necessary professional medical staff, diagnostic testing and treatment capability, and referral arrangements needed to ensure continuity of health care. Primary Care services include longitudinal outpatient medical care for the purposes of prevention and detection of disease and subsequent management of medical conditions, for veterans deemed eligible. The care will be provided by primary care providers who may be general practitioners or general internists or their authorized designees. The proposed CBOC, at a minimum, shall provide one standard of care that must be consistent, safe and of high quality. Additionally, the proposed CBOC is expected to comply with all relevant VA policies and procedures, including those related to quality, patient safety and performance. The CBOC must be poised to respond quickly to VA policy and procedure changes. If requested or required by either the government or the Contractor, the Contractor will work closely with the Contracting Officer and COTR to modify the contract expeditiously, in order to limit the impact on the clinic’s veterans and ensure consistency with the care provided by the VA’s other Primary Care Clinics. The care provided by the CBOC should be patient centered, continuous, accessible, coordinated, and consistent with VA Puget Sound standards, including the thirteen service standards detailed in VHA Directive 2006-041, “Veterans Health Care Service Standards,” dated 6/27/06 (or subsequent revisions thereto). Patients also receiving care in the community must be managed per VHA Directive “Dual Care” 2009-038 dated 8/25/09 (or subsequent revisions thereto).

This care will include:

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(1) **Scheduled initial or follow-up visits to primary care providers at the CBOC site.** A complete history and physical examination which includes cervical cancer screening for women (including one of the following Current Procedural Terminology (CPT) codes: 99203-99205; 99213-99215; 99243-99245; 99385-99387; or 99395-99397.) must be performed on the first visit other than in exceptional circumstances. **This is a Vesting CPT Code visit.** **Exceptional circumstances** means the Veteran is seen for his first visit as an emergency or urgent care for a shorter duration visit. In this case, a complete history and physical examination must be completed within 72 hours. Acute same day and walk-in visits are not exempt from the vesting criteria. The complete history and physical examination will be performed with documentation of Veteran problems via the on-line Problem List option in the Veterans Health Information Systems and Technology Architecture (VISTA)/Computerized Patient Record System (CPRS) computer system which will be updated as needed on each subsequent visit. The Problem List is to be updated by the third visit and all subsequent visits, and include all significant diagnoses, procedures, drug allergies, and medications. Annual vesting visits are not required, however an annual encounter between patient and assigned PCM must occur to ensure uninterrupted enrollment. Vesting is required initially and every two years thereafter. Once enrollment reaches the level of contract minimum **only vested patients with a valid annual encounter** will be included on invoices. Vested patient without an annual encounter will continued to be enrolled to the contractor in PCMM to maintain continuity but will not be included on monthly invoices until the annual encounter is complete.

(2) **Point of Care Testing (POC):** The CBOC may need to provide various POC tests. POC testing shall be done in accordance with VHA Handbook 1106.01 dated 10/6/08 (or subsequent revisions thereto) and current version of VA Puget Sound Memorandum PE-10 Assessment of Patients. The tests may include dipstick urinalysis, urine pregnancy testing, provider performed microscopy and blood glucose, INR in Pharmacist managed Anticoagulation clinics (Not currently approved) and other waived tests may also be required. Contractor is responsible for providing approved supplies and equipment necessary to perform tests.

(3) Office visits to other health care providers including nurses, physician extenders, dietitians or pharmacists for the purposes of monitoring or preventing disease and providing patients with information and/or skills so they can participate in decision-making and self-care.

(4) Diagnostic tests ordered by primary care provider or his/her designee as indicated in paragraph 1.b. below.

(5) Phone contacts with patients and primary care providers or their designee.

b. Examples of primary care services can include, but are not limited to, the following CPT codes:
(The Contractor shall adhere to the most current CPT coding standards.)

<u>CPT CODES</u>	<u>SERVICES</u>
90801, 90804, 90806, 90808, 90847, 90853	Individual Psychotherapy
90847, 90847	Group/Family Psychotherapy
99201-99215	Office or Other Outpatient Services

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99241-99245	Consultations
99354-99355	Prolonged Services Face to Face
10040, 10060, 10080, 10120, 10140, 10180, 11055, 11056, 11057, 11100, 11101, 11200, 11201, 11300 – 111303, 11305 – 11308, 11310 – 11313, 11400, 11404, 11406, 11420 -11424, 11426, 11440 – 11444, 11446, 11730 – 11732, 11740, 12001, 12002, 12011, 16000, 16020, 17110, 17111, 17340	Integumentary
99441-99443	Telephone Calls to Patient or Other Health Care Professionals
99381-99397	Preventive Medicine Service
99401-99429	Counseling and or Risk Factor Reduction Intervention
36410, 36415	Venipuncture for collection of specimens
Included in CPT codes listed elsewhere in this table.	Female: Women's health services, including but not limited to, pelvic/breast exams; contraception counseling and management; management of osteoporosis, menopause, pelvic pain, abnormal uterine bleeding, and sexually transmitted diseases; in addition to screening for breast and cervical cancer or, a history of sexual trauma. Referral for pregnancy, mammography and recognition of ectopic pregnancy. GYN abnormalities should be referred through a Gynecology consult to the Parent facility.
51798	measurement of post voiding residual urine and/or bladder capacity by ultrasound, non-imaging
65205	Eye: Superficial removal of foreign bodies.
20550, 20600, 20605, 20610, 21310, 21800, 22305, 26720, 26750, 28470, 28490, 28510, 29075, 29085, 29130, 29520, 29530, 29540, 29550, 29580	Musculoskeletal:
70010TC-76499TC	Diagnostic Radiology and Diagnostic Imaging shall be performed with the exclusion of invasive procedures, MRI, CT, and ultra sound. Contract services include technical component only; <i>professional interpretation to be performed by VA Puget Sound. Mammography will be fee based to a certified mammography center in the area.</i>

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81002, 81025, 82948,	Laboratory Services as follows: Urinalysis (non-automated w/o microscopic), pregnancy testing (visual color comparison), whole blood glucose, <i>Note: These (waived) laboratory tests can be typically done in physicians' offices. All other laboratory services should be referred to VAHS.</i>
90700-90749	Immunization Injections as recommended by CDC, or other recognized medical groups/academies.
93000, 93005, 93010, 93040, 93041, 93042	Cardiography Services are limited to ECG performance and interpretation. <i>Note: The Contractor must utilize MUSE-compatible EKGs.</i>
93922, 93923	Ankle Brachial Indices
94010, 94060, 94640, 94760	Performance and interpretation of spirometry and pulse oximetry for oxygen saturation. Other pulmonary procedures are excluded.
36415	Cardio/Lymph:
45300, 45330, 46600	Digestive:
53670,	Urinary:
65205, 69200, 69210	Ocular/Auditory:
99201 – 99205, 99211 – 99215, 99241 – 99245, 99271 – 99275, 99354, 99355, 99358 – 99362, 99371 – 99378, 99384 – 99387, 99394 – 99397, 99401 – 99404, 99411, 99412, 99420, 99429	Eval/Mgmt

c. Examples of workload that can be appropriately managed in primary care are:

Simple to Moderately Complex:

Hypertension
Ischemic Heart Disease
Hypercholesterolemia
Congestive Heart Failure
Cerebral Vascular Disease
Peripheral Vascular Disease
Diabetes Mellitus
Chronic Pain
Gastric Disease
Anemia
Stable Chronic Hepatic Insufficiency
Constipation

Depression
Anxiety
Degenerative Arthritis
Respiratory Infection
Chronic Obstructive Pulmonary Disease (COPD)
Urinary Tract Infection
Common Dermatological Conditions
Acute Wound Management
Skin Ulcers (Stasis and Dermal)
Male Genitourinary (GU) Issues
Cervical Cancer screening
Osteoporosis

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Common otic and optic conditions
Basic diagnostic evaluation and tests for infertility
Breast Cancer Screening
Evaluation & Treatment of Vaginitis
Amenorrhea/Menstrual Disorders
Diagnosis of pregnancy and initial screening tests
Evaluation and management of Acute
and Chronic Pelvic Pain
Recognition and management of Postpartum
Depression and Postpartum Blues
Evaluation and management of Breast Symptoms
(Mass, Fibrocystic Breast Disease, Mastalgia,
Nipple Discharge Mastitis, Galactorrhea,
Mastodynia)

Preventative Medicine Screening and Procedures
Cervical Cancer Screening
Pharmacology in Pregnancy & Lactation
Evaluation of Abnormal Uterine Bleeding
Menopause Symptom Management
Crisis Intervention; Evaluate psychosocial
well being and risks including issues
regarding abuse
Violence in women & Intimate Partner
Violence Screening
-Personal and physical abuse
-Verbal/Psychological abuse
Preconception Counseling
Assessment of abnormal cervical pathology

B3.2 QUALIFICATIONS:

- a. Offers will be considered only from offerors who are regularly established in the business called for and who, in the judgment of the Contracting Officer, are financially responsible and able to show evidence of their responsibility, ability, experience, equipment, facilities, and personnel directly employed or supervised by them to render prompt and satisfactory service in the volume required for all items under this contract. By the signing of this offer, offeror is certifying that he/she shall meet all requirements of Federal, State, or local laws, codes, and/or regulations and all applicable standards in the most current version of The Joint Commission Accreditation Manual for Hospitals regarding the operation of this type of service.
- b. VA Puget Sound will inspect and investigate the establishment, facilities, business reputation, and other qualifications of the offeror and reserves the right to reject any offer, irrespective of price, that shall be administratively determined by the Contracting Officer to be lacking in any of the essentials judged necessary to assure acceptable standards of performance.
- c. VA Puget Sound prefers that the Contractor's facility be located within the county limits of King County, WA. All proposed site locations which can effectively serve the complete county areas will be considered, however, county sites that aren't within the city limits as described will be considered, but with less favor.
- d. All contract employees must be United States citizens or permanent residents. Personnel assigned by the Contractor to perform the services covered by this contract shall be licensed in a State, Territory, or Commonwealth of the United States or the District of Columbia. All licenses held by the personnel working on this contract shall be current, full and unrestricted licenses. No physician or physician extender assigned by the Contractor shall have ever had a medical license suspended, revoked or limited by a State, Territory, Commonwealth or the District of Columbia. The qualifications of such personnel shall also be subject to review by the Chief of Staff and approval by the VA Facility Director.
- e. The offeror's signature in Block 30a. of the Standard Form 1449, *Solicitation/Contract/Order for Commercial Items*, is a certification that any individual providing clinical services under this contract:

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(1) Has no physical/mental limitations or other conditions that may adversely affect his/her ability to perform as required by this contract;

(2) Has not had a loss, reduction, restriction, or revocation of his/her clinical privileges at any institution;

(3) Has revealed any pending or prior litigation for medical malpractice;

(4) Is a member in good standing or has not had a loss of medical staff membership at or from any institution; and

(5) Has not, or does not currently have any felony criminal charges against him/her.

f. Physicians (including subcontractors) providing primary care services under this contract shall demonstrate evidence of education, training, and experience in Internal Medicine or Family Practice. VA Puget Sound prefers that the primary care physicians performing under this contract are board certified by the American Board of Medical Specialties (ABMS) in Internal Medicine and/or Family Practice or the Bureau of Osteopathic Specialists (BOS) in Internal Medicine and/or Family Practice. If physician(s) who are not board certified or not eligible for board certification are proposed by the Contractor to provide services under this contract, the VA Chief of Staff and Director will make a determination that these physicians are well qualified and fully capable of providing high quality care for veteran patients based on the verification of their credentials related to education, training, professional experience and competency. If VA Puget Sound rejects a proposed physician, the Contractor is required to propose substitute acceptable personnel within five (5) calendar days. VA Puget Sound determination is conclusive and not subject to further review through disputes resolution procedures.

g. Physicians and personnel providing services under this contract must speak and write English proficiently.

h. Any dietitian services must be provided by a Registered and Licensed Dietitian.

i. Social Workers providing services under this contract must have a degree in Social Work from a school accredited by The Council on Social Work Education (CSWE) and hold an active, current, full and unrestricted Florida License and operate within the scope of that license and acceptable community standards of practice. Social Workers conform to the National Association of Social Workers (NASW) Code of Ethics, and guidelines for practice established by the Council on Social Work Education for accredited schools in Social Work. The CSWE website is <http://www.cswe.org/>. The VA prefers that the social worker have some experience providing mental health services.

j. Certified Registered Nurse Practitioners (CRNPs) must have a MSN from a National League for Nursing (NLN) accredited nursing program and have American Nurses Association (ANA) Certification as a Nurse Practitioner in either Adult Health or Family Practice. Authorization for prescriptive authority is required. Three years of clinical nursing experience is required. A minimum of one (1) year clinical experience as a CRNP is required (three (3) years preferred). Experience in outpatient care in a Family Medicine or Internal Medicine environment is preferred.

k. Physician Assistants must meet one of the three following educational criteria: a) A bachelor's degree from a Physician Assistant (PA) training program which is certified by the Committee on Allied Health Education and Accreditation (CAHEA); or b) Graduation from a Physician Assistant training program of at least twelve (12) months duration, which is certified by the CAHEA and a bachelor's degree in a health care

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occupation or health related science; or c) graduation from a Physician Assistant training program of at least twelve (12) months duration which is certified by the CAHEA and a period of progressively responsible health care experience such as independent duty medical corpsman, licensed practical nurse, registered nurse, medical technologist, or medical technician. The duration of approved academic training and health care experience must total at least five (5) years. Authorization for prescriptive authority is required. Physician Assistants must be certified by the National Commission on Certification of Physician Assistants.

l. Clinical Pharmacists providing services under this contract must be a graduate of an accredited school of pharmacy and have completed an accredited post-graduate pharmacy residency program or possess equivalent professional experience. Pharmacists must hold an active, current, full, and unrestricted Washington Pharmacy License and operate within the scope of that license and acceptable community standards of practice (American Society of Health System Pharmacists (ASHP), TJC, etc). All collaborative practice agreements instituted at contractor site must be pre-approved by the Chief of Pharmacy or designee at the VA Puget Sound.

m. Radiologic Technologists must be certified in general radiologic technology by the American Registry of Radiologic Technology (ARRT) and possess an active, current certification.

n. Any subcontractor utilized by the Contractor for the provision of services required under this contract must meet the same qualifications specified herein for the Contractor, as appropriate to the work being performed. The Contractor must obtain approval from the Contracting Officer for subcontractor(s) utilized.

o. VA Puget Sound reserves the right to interview any candidate(s) prior to approving employee to work.

In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA Puget Sound shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

m. Thirty (30) days prior to the contract expiration date, the Contractor will certify in writing to the Contracting Officer that all licenses and registrations of personnel employed under this contract are valid and current and will be renewed as necessary during the option period. Failure to provide this certification may result in a determination not to exercise the VA's renewal option. Updated copies of all licenses and registrations will be provided to the Contracting Officer annually no later than the contract anniversary date.

B3.3. WORKLOAD PROJECTIONS:

a. Estimates:

- (1) The following lists the number patients enrolled to the three current King County CBOC at the end of each contract year and through 1 Feb, 2012. This is not a guarantee of patients that will be enrolled under this contract but are the estimates only.

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	2008	2009	2010	2011	as of 1 Feb 12
Bellevue	1357	1771	1893	2243	2403
Federal Way	3235	3260	3492	3610	3718
North Seattle	2942	2856	2899	3132	3245
Total	7534	7887	8284	8985	9366

There are eight (8) Priority Groups to which veterans may be assigned after processing. All applications for all eight (8) groups are input into Vista by the CBOC for reporting and accountability purposes, but those veterans in Priority Group 8, who applied after 1/17/03, are ineligible and will not receive services by the Contractor. Veterans are not "assigned" to a CBOC but may choose either to be seen at VA Puget Sound or to be enrolled in a CBOC. VA Puget Sound will notify eligible veterans about the availability of the King County, WA CBOC and the services to be provided there. The Government estimates that each patient will make 2.3-2.6 visits per contract year to the CBOC.

(2) The numbers of veterans residing in the counties identified above and estimated number of visits per patient per year as stated in par. 3.a (1) are **estimates** and are to be used for information purposes only. VA Puget Sound in no way guarantees the accuracy of the estimates. Contractor fully understands and agrees that costs for any additional visits above the estimated average visits per unique veteran patient and all primary care services as specified in the *Description/Specifications/Work Statement* Section are borne by the Contractor, and are included in the capitation rates agreed to by the Contractor in the *Schedule of Services and Prices/Costs* section.

(3) Patients have the right to receive primary care other than from VA Puget Sound or a CBOC. The VA Puget Sound, however, encourages patients to have only one primary care provider; and it is VA Puget Sound's expectation that the patient shall be seen at the VA CBOC at least **once per twelve (12) month period**, or as often as deemed clinically appropriate by the veteran's VA Puget Sound CBOC Primary Care Provider. Patients are not allowed to have more than one VA Puget Sound primary care provider.

B3.4 SPECIALTY CONSULTATIONS, DIAGNOSTIC TESTING, AND CARE PROVIDED AT VA Puget Sound AND SITES OTHER THAN THE CONTRACTOR'S:

a. More specialized evaluations and treatments beyond the purview of a primary care provider can be provided at no cost to the Contractor through the VA Puget Sound. Non-emergent specialty consultations and diagnostic tests not performed at the CBOC will be performed at the VA Puget Sound. The charges incurred from *non-emergent* specialty evaluations, diagnostic testing and care provided at sites other than the VA Puget Sound will be the responsibility of the Contractor, unless prior authorization is obtained from the Fee Basis Section per the Fee Basis Policy. A request for Authorization for Outpatient Fee Basis Services is requested by the ordering Provider by completing the mandatory CPRS Fee Consult. Subsequent approval may be granted upon review by the Fee Basis Approving Physician or Nurse. These authorizations, however, will be granted only in rare instances, as *non-emergent* referrals should be made to the VA Puget Sound. A copy may be obtained by contacting the Fee Services office. .

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b. Women Veterans Health Care.

(1) Comprehensive primary care for women veterans is defined as the availability of complete primary care from one primary care provider at one site. The primary care provider should, in the context of a longitudinal relationship, fulfill all primary care needs, including acute and chronic illness, gender-specific, preventive and mental health care. The full range of primary care needs for women veterans is described below:

- Care for acute and chronic illness includes routine detection and management of disease such as acute upper respiratory illness, cardiovascular disorders, cancer of the breast, cervix, colon, and lung, diabetes mellitus, osteoporosis, thyroid disease, COPD, etc.
- Gender-specific primary care, delivered by the same provider, encompasses sexuality, contraception counseling, pharmacologic issues related to pregnancy and lactation, management of menopause-related concerns, and the initial evaluation and treatment of gender-specific conditions such as pelvic and abdominal pain, abnormal vaginal bleeding, vaginal infections, pap smears, etc.
- Preventive care includes services such as age-appropriate cancer screening, weight management counseling, smoking cessation, immunizations, etc.
- The same primary care provider should screen and appropriately refer patients for military sexual trauma as well as evaluate and treat uncomplicated mental health disorders and substance use disorders.
- When specialty care is necessary, the primary care provider will coordinate this care and communicate with the specialty provider regarding the evaluation and treatment plan to ensure continuity of care.

(2) The CBOC must develop a plan to assign women to an experienced, proficient women veteran champion who has a sufficient number of women in their primary care panel to maintain competency in caring for those veterans. The CBOC must provide ongoing education, and training to the primary care women veteran champion to assure competency, proficiency and expertise in providing care to women veterans. Staffing must be adequate to provide gender-appropriate chaperones as well as clinical support with availability of same-gender providers on request. Equipment such as privacy curtains, exam tables with stirrups and lights, adjacent bathrooms where pelvic exams are conducted, disposable speculums, supplies, and equipment to perform Pap smears and pregnancy testing should be on hand in the clinic area.

(3) VA Puget Sound is authorized to provide comprehensive pre-natal, intra-partum and post-partum care to eligible women Veterans. Maternity benefits begin with the confirmation of pregnancy, preferably in the first trimester, and continue through the final post-partum visit, usually at 6-8 weeks after the delivery, when the Veteran is medically released from obstetric care. Providers must initiate a Fee Basis Consult and notify the Women Veterans Program Manager.

c. Hard copies of reports from sites other than the Contractor's must be scanned by the Contractor into the electronic medical record maintained at the CBOC. No hard copies of medical records will be maintained at the CBOCs.

d. Available Consult Services: Consult services available at VA Puget Sound via electronic request:

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Medicine:	Surgery:	Other:
Allergy	Anesthesia	Audiology
Cardiology	CardiacThoracic	Speech
Colonoscopy	ENT	Behavioral
Dermatology	General Surgery	Health
Endocrine/Diabetes	Gynecology	CCHT
General Medicine (to include CBOC consults)	Neurosurgery	Clinical
Gastro Intestinal (GI)	Ophthalmology	Pharmacy
Hematology/Oncology	Optometry	Dental
Hospice /Palliative Care	Orthopedic	Fee Basis
Infectious Disease	Plastic	Geriatric
Neurology	Podiatry	HBPC
Pulmonary	Thoracic Surgery	MOVE program
Renal	Transplant	Nutrition
Rheumatology	Urology	Oral Surgery
	Vascular	Pain
		Management
		Pastoral Care
		Prosthetics
		Psychiatry
		Recreation
		Rehab Medicine
		Sleep Study
		Social Work
		Speech
		Pathology

f. Referral Process:

(1) Specialty consultations will be requested electronically through CPRS and include consult service requested, urgency, diagnosis (when required), and reason for request. Any and all additional information required by some Specialty Sections must be entered by the referring CBOC Primary Care Provider via the consult template.

(2) The Contractor is responsible for the coordination of the patient's primary care including referral to specialties as indicated. The VA Puget Sound serves as the referral center for any care or service outside the scope of this contract unless pre-authorized by the VA Puget Sound.

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(3) The VA Puget Sound is responsible for communicating with the Contractor results of any treatment provided by the VA Puget Sound for the patient. The primary communication link will be the computerized patient record system in CPRS.

B3.5 INPATIENT CARE:

- a. Should elective inpatient care be deemed necessary by the Contractor, the Contractor shall contact the Transfer Coordinators at (206) 277-3194 to schedule admission.
- b. Should emergency inpatient care be deemed necessary by the Contractor, the Contractor shall contact the Transfer Coordinator during normal working hours and the AOD at (206) 764-2810 after normal working hours for guidance. Under no circumstances should emergent medical intervention be delayed pending administrative guidance from the VA Puget Sound. After notification, the VA Puget Sound will make a determination of eligibility for payment purposes.

B3.6 AMBULANCE SERVICES:

- a. If an ambulance is required to transport a patient to a local hospital for emergency care, the Contractor shall contact a local ambulance company. The ambulance company shall be instructed to bill the VA Puget Sound for these services at the following address:

*Travel Office (S-136)
VA Puget Sound Healthcare System
1660 S Columbian Way
Seattle, WA 98108*

To qualify for emergency ambulance transportation from the clinic, Veterans must meet the following criteria: 1) a physician must deem the emergency ambulance transport as medically necessary and 2) before the transportation can take place, the Veteran must receive prior approval. The CBOC can obtain such approval by contacting the Fee Svs at (206) 764-2525. The Contractor shall also notify the Transfer Coordinator at (206) 277-3194 and enter a 911 Fee consult in CPRS if a patient is transferred to a local hospital.

- b. In non-emergent situations when the patient needs to be transferred to the VA Puget Sound, the Contractor physician or his/her designee shall contact the Emergency Department at (206) 764-2660 to discuss the case with the physician. In addition, a brief electronic Progress Note should be entered immediately and electronically signed outlining the reason for the urgent referral. The Progress Note should be completed in such time that the note is available for viewing by the VA staff when the patient arrives for care. During regular business hours, the Contractor shall contact the Transfer Coordinator at ((206) 277-3194 who will make arrangements for either in-house or contract transfer. Calls regarding non-emergent transfers occurring after normal business hours should be made to the Administrative Officer of the Day (AOD) at (206) 764-2810 who will forward the call to the Evaluation Department physician.

B3.7 LABORATORY SERVICES:

- a. The contractor shall provide the physical facilities and personnel required for laboratory specimen collection and any desired point of care testing to all VA Puget Sound enrolled Veterans with a valid laboratory order number. **Lab services are not to be restricted to contractor enrolled patients only.** Appropriate space

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shall be provided that is sufficient to accommodate at least one phlebotomy draw chair, shelving/cabinetry for both in use supplies as well as a stock of specimen collection and desired point of care testing supplies, appropriate swinging-bucket centrifuge, counter space for specimen processing and point of care testing, desk space for a computer, printer and label printer(including labels and ribbon) compatible with VA Puget Sound, refrigerator and freezer (if not in the same unit) and a sink. The centrifuge speeds will be tested and calibrated by the contractor according to the College of American Pathologists (CAP) standards. The refrigerator and freezer temperatures will be monitored each day of operation, with weekend temperatures assessed using high-low thermometers according to CAP standards. Appropriate corrective actions will be taken when equipment do not meet acceptable specifications. The contractor will adhere to all CAP and VA standards for the collection and processing of samples.

b. Any laboratory testing sites providing services under this contract shall meet Clinical Laboratory Improvement Act (CLIA) of 1988 requirements by having either a CLIA certificate of waiver or a certificate of registration along with a CLIA identification number to legally perform testing in the United States. Those laboratories with a certificate of waiver shall provide only the types of tests permitted under the terms of their waiver. The Contractor shall provide documentation of initial and annual competency regarding all point of care testing, specimen collection and transport. Contractor shall also meet or exceed VHA Handbook 1106.1 standards. A copy of the handbook shall be provided by VA Puget Sound.

c. The contractor shall obtain laboratory test specimens from VA Puget Sound patients, accession test orders, label tubes with appropriate bar code labels, package the specimen appropriately, and make the package available for pick-up by a courier service contracted by the contractor clinic. The contractor will be responsible for providing and paying for the courier service between the VA Puget Sound and the CBOC and assuring the courier service has training documentation for privacy, packaging and shipping. The contractor is responsible for the acquisition and cost of all supplies necessary for specimen collection, processing and shipping. The specimens must be collected in tubes and containers approved by the VA Puget Sound testing laboratory. Processed specimens should be picked up in time to arrive at the testing hospital no later than 4:30p.m. each day of delivery unless the testing hospital provides written permission for later delivery. Prior to shipping, the contractor will process the specimens according to the test type and ship in the manner necessary to ensure specimen integrity (appropriate centrifugation speed and time, storage room temperature, on ice, or on dry ice per instructions for the test). A shipping manifest/log shall be sent with each shipment of patient specimens. Patient full name and full SSN, tests ordered and order numbers should be included on the manifest/log for each patient and the information should be handled in a confidential manner in compliance with patient privacy laws. The ordering, collection, accessioning and shipping of specimens shall be coordinated with the VA Puget Sound Pathology & Laboratory Medicine Service (P&LMS). Laboratory results shall be data entered into VISTA/CPRS when possible or scanned into CPRS, and will be available for review and maintained at the CBOC clinic location.

d. VA Puget Sound will perform test analysis on the processed specimens obtained from the contractor and enter the results into VISTA. Only tests that are non-STAT, which are appropriately processed and preserved and which are performed at the VA hospital laboratory testing location will be accepted. The VA hospital laboratory will confirm which tests will be accepted and will provide a collection manual and information necessary for specimen collection, processing and integrity. VA Puget Sound is the Pathology and Laboratory provider of choice for all testing that VA Puget Sound performs in-house. Only tests performed in-house at VA Puget Sound will be accepted from the contractor. All testing not performed at VA Puget Sound must be sent to a CLIA-approved laboratory and is the responsibility of the contractor who shall bear responsibility for appropriate recording of results. The contractor shall make arrangements with a local laboratory to perform "Stat" tests or tests for which results are needed urgently and are deemed necessary by

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the primary care provider. In addition, the contractor shall also send other tests that are unstable and may deteriorate rapidly to a local laboratory as necessary due to delicate nature of specimen. Critical results from laboratory testing will be called to the CBOC provider during clinic hours. After clinic hours, the contractor shall provide a pager number for critical lab result reporting. When a clinic provider is not available, results will be given to the Medical Officer of the Day (MOD) or designee who will determine what, if any, action needs to be taken. All materials to be used shall be approved by the VA Puget Sound P&LMS and must meet their specifications. VA Puget Sound pathologist has the authority to request justification for all unusual or inconsistent orders. Before implementation, the VA Puget Sound P&LMS must approve changes in the specimen collection process proposed by the CBOC. In compliance with JCAHO and CAP regulations, the same methodologies and test procedures must be in place throughout the medical center, both within the main building and in remote locations. Review of specimen integrity is an ongoing component of the P&LMS quality control.

B3.8 RADIOLOGY SERVICES:

1. The contractor shall provide or contract for non-invasive diagnostic radiology/imaging services. Technologists will meet the American Registry of Radiologic Technologist standards and hold a valid certification. The contractor will maintain documentation of certification, BLS, continuing education, and competency checks. All imaging equipment will comply with American College of Radiology (ACR) accreditation standards, or better, and will be maintained in calibration according to these ACR standards. The contractor shall be responsible for equipment maintenance, have preventive maintenance performed on the equipment at least annually, and provide documentation of annual equipment maintenance. All equipment will be operated in accordance with the As Low As Reasonably Achievable (ALARA) philosophy and guidelines regarding radiation exposure to patients and workers. X-rays must meet the same appropriateness criteria expected of documentation and clinical records. Patient anatomical positioning must provide optimal imaging and shall be of the highest quality control standards based on Merrill Atlas of Roentgenographic Positioning

The contractor will use all usual, customary and reasonable practices in performing radiographic examinations in accordance with VA Puget Sound Radiology Service guidelines and protocols, including guidelines for avoidance of radiation exposure to pregnant patients or workers. Radiology Services – the contractor is responsible for entering requests for Radiology procedures into Vista utilizing CPRS. X-rays shall be performed by the Contractor on site at the CBOCs, using VA provided equipment, and will be interpreted by VA Radiologists. All radiographic images will be sent to VISTA Imaging and the Stentor Picture Archiving and Communications System (PACS) via a Digital Image and Communication in Medicine (DICOM) (3.0) send. These images shall be a result of direct digital acquisition and cannot be from a DICOM film digitizer. These images shall be case edited by the technologists, and sent to VISTA Imaging/Stentor PACS within two (2) hours of completion. All images shall be stored within VISTA Imaging and become part of the patient's electronic record. All x-rays performed on site will be interpreted by Radiologists at the VA Puget Sound, within one (1) working day of receipt. X-ray interpretation reports will be available in VA' VISTA/CPRS computer system within two (2) working days of receipt. X-rays performed at VA or at CBOCs site can be viewed by the Contractor through VISTA Imaging and the Stentor PACS. Contractor is responsible for daily quality assurance of imaging equipment as determined by the manufacturer and for repairs and maintenance of that equipment. X-rays must meet the same appropriateness criteria expected of documentation and clinical records.

Radiology/imaging results/reports received from outside sources shall be forwarded Release of Information within forty eight (48) hours of receipt of the study for scanning into CPRS. Enrolled patients who require an

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exam excluded from the contract, i.e. CT scan, MRI, Ultrasound, or other invasive procedure, must be scheduled for the required procedure by calling Centralized Scheduling Unit (CSU) at VA Puget Sound. Any prerequisite plain films required shall be taken prior to the scheduled exam.

2. The contractor must provide at minimum a 10' x 12' space for the radiographic equipment, if performing x-rays on-site. This space must be radiographically safe (lead lined wall must be present in this area). Dosimeter monitoring is required for radiation safety mandated by Joint Commission.

NOTE: The current CPT codes listed below constitute the projected range of services to be provided under this contract:

70010-79999 Diagnostic Radiology and Diagnostic Imaging shall be performed with the exclusion of invasive procedures, MRI, CT and ultra sound.

B3.9 LAB AND X-RAY RESULTS:

- a. VHA Directive 2009-019, "Ordering and Reporting Test Results," dated 3/24/09, mandates that all test results, even normal results, be reported to the patient within 14 days of when the results become available. The contractor shall develop a process to provide timely notification to all enrolled patients.
- b. The Contractor will provide the VA Puget Sound with the name, pager and telephone numbers of a licensed independent practitioner (LIP) (physician, nurse practitioner, or physician assistant) at the CBOC to accept critical laboratory results discovered on tests done by the VA Puget Sound. For critical laboratory results, the LIP must respond back to the Core Laboratory within forty-five (45) minutes of the initial page or telephone call. The receiving LIP will document the results in the record and conduct a "read back" procedure to ensure accuracy of transmission and translation of all verbal results. VA Puget Sound will not be responsible for the failure of the Contractor to receive critically abnormal test results. For critical laboratory and x-ray results that represent an imminent danger to the patient, the Contractor will notify the patient immediately. For critical results that do not pose an imminent danger to the patient, the Contractor will notify the patient within twenty-four (24) hours of receipt of the results and provide follow-up treatment within the scope of the contract. Documentation of actions taken regarding critical laboratory results and serious radiology results must be made by the Contractor in an electronic progress note.

B3.10 ELECTROCARDIOGRAM SERVICES:

The contractor must utilize MUSE-compatible EKGs which are interfaced with VistA Imaging. The name and model number of the EKG machine needed is GE 5500 with modem. This will be supplied at the cost to the contractor. EKGs are done by the CBOC and documentation will be sent electronically from the GE 5500 EKG machine directly into VistA Imaging. When MUSE system is not available EKGs will be confirmed, interpreted and documented by the CBOC licensed provider. The report will be scanned directly into VistA Imaging by the CBOC. The EKGs will be confirmed and/or read by CBOC providers.

B3.11 PHARMACY and NUTRITION SERVICES:

- a. Contractor will employ clinical pharmacists to provide the same clinical pharmacy services as VA Puget Sound. VA Pharmacy will provide a minimum two weeks training for each contracted pharmacist. Pharmacists providing services under this contract must be a graduate of an accredited school of

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pharmacy with a doctor of pharmacy degree and have completed an accredited post-graduate pharmacy residency program or possess equivalent professional experience. Pharmacists must hold an active, current, full, and unrestricted State Board of Pharmacy License and operate within the scope of their license and acceptable VA standards of practice. The VA Puget Sound Pharmacy Director will have pre-employment interview rights and will provide final VetPro approval of all clinical pharmacists working under this contract.

- b. Contractor will be responsible for providing all necessary information for each provider with prescriptive authority including a signature card with the practitioner's name, actual “wet” signature and individual DEA number. The signature card will be provided to the Contracting Officer prior to the award of the contract and within 5 days of hiring new personnel.
- c. Medication reconciliation: Contractor will complete medication reconciliation with every patient encounter prior to prescribing. The medication reconciliation process assures that a patient’s medication list is accurate, complete and updated in CPRS. The medication list includes current and active prescriptions filled at VA and non-VA pharmacies, herbals, vitamins, supplements and over the counter drugs. The prescriber will compile this list at each patient visit or anytime a change occurs. Any medication list changes must be entered into the outpatient VA or non-VA prescription profile as appropriate. The prescriber reviews the updated list with the patient and provides the patient a copy that includes any changes. The patient is expected to be a responsible partner in his or her healthcare and is instructed to bring an accurate medication list to all outpatient appointments and communicate their VA medication list with non-VA providers. The reconciled medication list is issued to the next provider of service as appropriate. All medication reconciliation is documented appropriately in CPRS at each visit.
- d. Contractor is responsible for prescribing medications as needed and in accordance with all VA Puget Sound medication use policies and procedures. Contractor will be responsible for prescribing medications required to appropriately treat any condition for which the patient is being actively managed by the CBOC staff. Any required monitoring or ongoing laboratory tests associated with safe use of any medications must be ordered and documented in the patient record. A provider will not provide medications needed for conditions for which the patient is not actively being treated in the CBOC, prior to evaluation by the CBOC provider. Prior to prescribing any medications, the contractor will assess and update patient known allergy information in CPRS and review medication profiles in CPRS for duplicate therapy, potential interactions, and allergies. Prescribers are responsible for providing all required dispensing information. This includes name, current address, and date of birth, social security number, allergy status, and telephone number of the patient, plus the name, address, individual DEA number, and telephone number of the prescriber. Prescribers will also be required to list the indication for the medication prescribed in the instructions for use on each prescription, including PRNs. Prescription copayments are determined based upon eligibility. Prescription copayment will be billed and collected by VA Puget Sound.
- e. Contractor will be required to follow the VA National Formulary and formulary process as outlined in VA Puget Sound Policy TX-01, “Requests for Non-formulary and Restricted Drugs” and other VA formulary related policies. As formulary and restricted drug designations change, they are updated and apparent to all prescribers during the CPRS order process. The VA National formulary, clinical guidelines, education, and other helpful information can be accessed at the following VA internet link: <http://www.pbm.va.gov/NationalFormulary.aspx> . When considering the use of a non-formulary/restricted medication, CBOC providers are encouraged to first discuss suitable

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alternatives with their CBOC pharmacist. In the event a non-formulary/restricted medication is needed the contracted provider will enter a CPRS non-formulary or restricted request consult justifying the reasons for deviation and a CPRS non-formulary/restricted medication order. The contracted CBOC pharmacist is responsible for the initial non-formulary/restricted consult review, approval or disapproval, and completion of consult within 96 hours. All prescriptions written and/or filled for patients shall conform to VHA treatment guidelines, prescribing criteria, prescribing restrictions, and treatment protocols. Contracted providers will support the utilization and adherence of the VA formulary policy during the prescribing process and in discussions with VA patients.

- f. For ordering controlled substances each prescriber authorized to prescribe medications under this contract will obtain and provide their individual DEA number. Prescriptions for Schedule II controlled substances medications must be entered in CPRS and printed on a CPRS-generated VA Form 10-1158 Doctor's Order Sheet. The prescriber's "wet" signature, individual DEA number, and NPI number will be required on these prescriptions. The Contractor must send the C-II hardcopy prescriptions via the contracted courier to be received directly at the Outpatient Pharmacy within **one** work day addressed as follows to the VA Pharmacy closest to the CBOC.

- 1) VA Puget Sound Healthcare System (S-119)
- 2) Outpatient Pharmacy – Bldg 100DNT, Room 1D145
- 3) 1660 S. Columbian Way
- 4) Seattle, WA 98108

- 5) VA Puget Sound Healthcare System (A-119)
- 6) Outpatient Pharmacy – Bldg 81, Room 1086
- 7) 9600 Veterans Drive
- 8) Tacoma, WA 98493

- g. Prescriptions will be dated on the day issued and will not be accepted by the VA Puget Sound Pharmacy Service if greater than 30 days old when presented. If the Schedule II medication need is urgent, procedures will be followed as outlined in the emergency medication dispensing section of contract.
- h. Emergency medications: The VA Puget Sound sub-contracts with specified local retail pharmacies to dispense medications needed in an emergency. If a patient needs a medication(s) immediately, the CBOC provider may issue a prescription for less than or equal to a 10 day supply (up to 14 day supply for antibiotics) from the VISN 20 Emergency First Fill List of medications to be dispensed from the contracted local retail pharmacy. The CBOC contractor must enter any medications filled at the retail pharmacy in the Non-VA meds section of CPRS. If the emergency medication is to be continued, an additional CPRS mail routed prescription must be entered for VA pharmacy dispensing through the mail. Prescriptions for medications not contained on the emergency first fill list must be pre-approved by clinical pharmacist. Inappropriate or unauthorized prescriptions dispensed by the contracted retail pharmacy will be billed to the contractor. A current list of the VISN 20 emergency first fill medications can be found at the following VA internet site <http://center.puget-sound.med.va.gov/sites/css/pharmacy/default.aspx>. Emergency first fills must be printed on Washington State Board of Pharmacy approved tamper resistant paper (provided by contractor), contain the prescriber's original "wet" signature, individual DEA number, and NPI number. A VA Initial Fill Rx Certificate must also be completed and accompany the prescription to be filled at the local contracted pharmacy.

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- i. Contractor will follow VHA Dual Care Policy (VHA Directive 2009-038) and other local VA policies and procedures. This policy applies to eligible veterans who are seen by both Department of Veterans Affairs (VA) and community providers. The clinician writing for medication must be competent to manage the care of the patient for which the medication is being prescribed and has final authority for decisions regarding any medications and supplies prescribed. As such, the VA contracted provider is under no obligation to order medications or diagnostic testing for any condition for which the veteran does not allow the VA provider to adequately manage. **Under no circumstances will a VA clinician be permitted to simply re-write prescriptions from an outside provider.** Requests from community providers for the contracted VA provider to prescribe to non-formulary/restricted medications will be denied for those not meeting non-formulary/restricted VA formulary criteria. The VA provider needs to communicate the rationale for medication changes or refusal of medications to the veteran, and document this communication in the medical record. Patients who receive controlled substances on a chronic basis require close monitoring by one designated provider. Dual care of patients receiving controlled substances or anticoagulation is not permitted.
- j. Contractor will provide 1.5 clinical pharmacists per CBOC (or 1 clinical pharmacist per 2,000 patients dependent on projected workload). The contracted clinical pharmacist will review drug therapy, process all pending CPRS prescriptions (routine orders within 48 hours), resolve problem orders within 7 days, provide medication consultations, drug information for healthcare providers, counsel patients and caregivers, review non-formulary drug requests for approval or disapproval, and recommend appropriate monitoring in collaboration with the provider. Additional clinical pharmacist functions to ensure safe, appropriate, and cost-effective drug therapy outcomes include:
 - 1) Intake clinic medication visit and reviews
 - 2) Telephone triage/follow up
 - 3) Assessment of medication management
 - 4) Medication interventions
 - 5) Review pertinent clinical reminders
 - 6) Assisting providers with medication reconciliation
 - 7) Identify/monitor high risk medications and evaluate appropriate monitoring parameters
 - 8) Preventive care needs
 - 9) Group teaching
 - 10) Non-VA record review as appropriate
 - 11) Evaluate non-formulary or criteria-based medication requests for the team to ensure compliance with VA National Formulary and established Criteria for Use
 - 12) Monitor for and document any medication related problems in the patient record
 - 13) Involvement in therapeutic substitutions and conversions, patient safety drug alerts, and cost-effective drug therapy
 - 14) Liaison with CBOC staff and VA pharmacy
- k. All vaccines prescribed and administered by the CBOC including influenza, pneumococcal, Tdap, Td and zoster vaccines will be appropriately documented utilizing the clinical reminder package in CPRS. The manufacturer, lot number, expiration date, site of administration and patient education information are required parts of the electronic documentation. It is expected that the contractor will make all routine VA approved immunizations available to all VA beneficiaries whether enrolled in the Contractors clinic or not. No Veteran will be denied an immunization simply because they are not enrolled in the contracted CBOC clinic.

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- l. All medications located within the clinic area must be placed in predefined medication storage areas (e.g., proper temperature, humidity and protected from light) required for product stability, and secured at all times. The Joint Commission requires that medications be stored according to manufacturer's recommendations. Refrigerated and frozen medications storage temperature must be monitored, tracked and documented daily to indicate whether or not internal temperature has deviated from the required ranges for all drugs stored. The clinic should have a defined process outlining disposition of medications from a refrigerator or freezer which has deviated from the recommended temperature range. In clinic areas not open on weekends, the use of a min/max thermometer must be in use to assure appropriate temperature monitoring over the time period when the clinic is closed. Temperatures out of acceptable range will have appropriate actions documented. Contractor will be responsible for reimbursement of the cost of medications that are compromised due to improper documentation of temperatures, power or equipment failures. Reimbursement will be based on the current VA acquisition cost of medications and will be included on the following month's invoice. The contractor will be responsible for ensuring proper stock levels are maintained based on a 48 hours turnaround time from ordering to delivery. The VA Pharmacy will not send shipments Friday through Sunday. The contractor will be responsible for completing and documenting TJC required monthly medication inspections for proper storage, expiration, and integrity of clinic medication stock.
- m. Contractor will provide quality control and improvement monitoring and timely follow-up for problems or issues noted. The contractor will assign a designated point of contact to communicate quality control, customer service/service recovery and process issues. The point of contact for Pharmacy and Nutritional Care issues will be the Director, Pharmacy and Nutritional care. Quality control and improvement activities include but are not limited to:
 - 1) All adverse drug events, medication errors and medication related incidents to be documented and reported in accordance with VA Puget Sound policy.
 - 2) Veteran medication or nutrition service related complaints/suggestions/compliments
- n. **Dietitians**
 - 1) Dietitians providing services under this contract must be a graduate of an accredited dietetics program and be fully registered with the Commission on Dietetic Registration of the Academy of Nutrition and Dietetics. Contractor will employ clinical dietitians to provide the same dietitian services as VA Puget Sound. VA Puget Sound Clinical Nutrition will provide a minimum two days training for each contracted dietitian. Contractor will provide medical nutrition therapy services by a registered dietitian. Services will consist of nutrition assessment, care plan development and patient education with dietitian participation in interdisciplinary care planning as needed. The VA Puget Sound Clinical Nutrition Director will have pre-employment interview rights and will provide VetPro endorsement of all clinical dietitians working under this contract.
 - 2) Contractor will provide one registered dietitian per 6,000 patients (PACT model).
 - 3) Dietitians will adhere to the current VA policies and procedures for delivery of nutrition care services, consistent with the Academy of Nutrition and Dietetics and Nutrition Care Process Model (NCPM). All NCPM services will be appropriately documented using the CPRS NCPM template.

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- 4) All contractor staff will support the VA weight management program (MOVE). MOVE implementation will be provided at the same standard as outlined in VHA Handbook “MOVE! Weight Management Program For Veterans” (1120.01).
- 5) Patient education will be provided on an individual patient basis, and through group education classes, with fully defined learning objectives and content. These classes may include diabetes, cardiovascular disease/hypertension, and the VA weight management program (MOVE).

o. Anticoagulation services:

- 1) Veterans Health Administration (VHA) Directive 2010-020 outlines policy and procedures for the proper management of patients receiving therapeutic anticoagulation therapy through the VA healthcare system. The directive serves as the primary reference for establishing minimum standards for anticoagulation management. Attachment A of this directive defines the minimum components of a policy for anticoagulation management. The following components are those which are relevant to ambulatory care and should be part of any ambulatory care clinical program which provides anticoagulation management for VA Puget Sound patients.
- 2) If patient self-testing of INR is considered, the clinic should refer to Attachment B of Directive 2010-020 which defines the minimum components for patient self-testing. Any program which utilizes patient self- testing of INR should be consistent with that section of the directive.
- 3) Minimum Components of a Policy for Ambulatory Care Anticoagulation Management”
 - (a) The clinic uses approved, evidence based, protocols for the initiation and maintenance of anticoagulation therapy appropriate to the medication used, the condition being treated, and to the potential for medication interactions. At a minimum, protocols must be established that address:
 1. Frequency of INR testing that is consistent with nationally recognized evidence based guidelines. VHA has established that most stable patients will be checked at an interval not to exceed 4 weeks; however some long-term stable patients may be checked at an interval not to exceed 6 weeks if circumstances require the longer interval and it is consistent with safe management of the individual.
 2. Management of supratherapeutic INRs or bleeding for patients on warfarin therapy
 3. Peri-procedural bridging
 4. Management of oral anticoagulation during invasive procedures.
 - (b) The clinic will define and monitor baseline and ongoing laboratory tests as recommended by nationally published guidelines, as recommended in product labeling, and as appropriate for the individual patient and medication. Baseline and ongoing laboratory monitoring will include:
 1. LMWH and Fondaparinux: CBC with platelets and serum creatinine.

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2. Warfarin: CBC with platelets and INR (note initial INR should not be performed using point of care devices).
 - (c) The clinic will review and clinically evaluate all INR's no later than the close of the next business day after the INR was drawn. Critical results will be managed according to established policy by the CBOC Contracted provider.
 - (d) A Current baseline INR will be available prior to starting warfarin.
 - (e) A current INR will be available in CPRS for all patients receiving warfarin and the current INR will be used to monitor and adjust therapy.
 - (f) INR results from non-VA laboratories will be documented in CPRS in a way to ensure results are readily retrievable. Documentation will include the name of the laboratory, the date of the test, and the reference range on the test. Staff documenting an INR from a non-VA laboratory must verify the authenticity of the result by reviewing the written report provided by the laboratory that includes the laboratory name, address, telephone number, and reference range.
- 4) The clinic will provide initial and ongoing patient and family education that includes the importance of follow-up monitoring, compliance, dietary restrictions, and potential for drug interactions and adverse drug reactions. At a minimum, patient education will include:
 - (a) Warfarin tablet identification
 - (b) Indication for therapy
 - (c) Interactions (diet, drug, disease)
 - (d) Daily dosage
 - (e) Monitoring requirements
 - (f) Compliance
 - (g) Dangers of using multiple anticoagulation providers and multiple warfarin sources
 - (h) Management of missed doses
 - (i) Signs and symptoms of bleeding and thromboembolic events
 - (j) Risks associated with falling.
- 5) The clinic will have an ongoing quality assurance plan to evaluate anticoagulation safety. At a minimum, the plan will monitor:
 - (a) INRs above the critical value
 - (b) Appropriate action has been taken within 24 hours of testing for critical values and that the actions are documented in CPRS
 - (c) Bleeding and thromboembolic events, which are also reported to the VA Puget Sound Adverse Drug Event Coordinator
 - (d) Patient incidents, close-calls, and near misses with anticoagulation medications, which are also reported to the VA Puget Sound Patient Safety Officer
 - (e) Patients are followed up appropriately (i.e. not lost to follow up)
 - (f) The frequency of INR monitoring is performed according to established protocol
- 6) In addition to reporting to the VA Puget Sound Adverse Drug Event Coordinator, all outcomes which result in a negative outcome requiring administration of reversal agents (vitamin K, blood products, etc.) or hospital admission for management will be reported to the VA Puget Sound Anticoagulation Program Manager.

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- 7) The clinic will utilize a standard charting process in CPRS (such as a template) to help ensure that relevant anticoagulation information is readily available to other providers for all patients taking warfarin. The note will include:
 - (a) The indication for anticoagulation
 - (b) The expected duration of anticoagulation
 - (c) The current INR and the warfarin dose associated with that INR
 - (d) Assessment of patient factors which may affect anticoagulation
 - (e) Assessment for bleeding or thromboembolic events
 - (f) Recommended new warfarin dose
 - (g) When the next INR is due
 - (h) Where the INR will be drawn if different from the clinic
 - (i) Documentation of patient education and barriers to safe warfarin use
- 8) The clinic will provide for the coordinated anticoagulation during the transition between inpatient and outpatient status.
- 9) The clinic will add the appropriate V code (currently V58.61) that denotes 'Long-term (current) use of anticoagulants' to the problem list of outpatients on anticoagulation therapy.
- 10) Prescriptions for warfarin will be limited to a 30 day supply with up to 1 refill or a 60 day supply with no refills. The prescription will include the most current dosing instruction each time it is rewritten or renewed. Dosing instructions will be explicit and not limited to "Take as directed", however the explicit instructions may be followed by "...or as instructed by anticoagulation provider" to accommodate situations where the dose is changed between prescription renewals.
- 11) Prescriptions for warfarin will be limited to 2mg tablets or 5mg tablets. Whenever possible, the patient should only receive one strength of warfarin tablet to minimize the opportunity for error.

p. Performance Requirements:

- 1) Contractor performance requirements for both Pharmacy and Clinical Dietitians:
 - a. Consults will be acted on within 7 days. Contractor will assure appointments are scheduled within 30 days of the desired or clinically appropriate date and consults are completed.
 - b. Progress notes will be signed within 7 days (98% compliance).
 - c. All clinic visit encounters closed within 4 days (98% compliance).
 - d. Patient Education is accurately documented in the medical record. (95% compliance)
- 2) Pharmacy specific:
 - a. Verifying all routine medication orders within 48 hours. (95% compliance, no single order to exceed 7 calendar days).
 - b. Ensures that medication related issues are resolved (98% compliance)
 - c. Formulary approvals appropriate, based on VA formulary criteria for use and clinical guidelines (98% compliance)
 - d. Acting on non-formulary consults within 96 hours. (98% compliance)
 - e. Educates and provides follow up with prescribing staff when needed to improve cost-effective prescribing and to keep prescribers up-to-date with formulary changes and other issues related to prescribing both on an individual basis and at clinic team meetings (Three instances within one quarter acceptable)

3) Dietitian Specific:

- a. Conducts a comprehensive nutrition assessment using the Nutrition Care
- b. Process (ADIME) format for patients determined to be at nutritional risk, and appropriately links interventions and goals to nutrition diagnosis and etiology. (95% compliance)
- c. Orders labs, weights and consults as indicated and appropriate. 95% compliance
- d. Nutrition education is accurately documented in the medical record. 95% compliance

4) Performance monitors for providers prescribing anticoagulants:

- a. The contractor will maintain performance that meets or exceeds at least 90% of the VHA PBM national averages for the following anticoagulation performance monitors:
 - (1) INR Null – Warfarin patients with no INR on file
 - (2) INR Normal – Warfarin Patients with an INR ≥ 1.8 and ≤ 3.3
 - (3) INR High - Warfarin Patients with an INR ≥ 4.9
 - (4) INR Low - Warfarin Patients with an INR < 1.8
- b. The clinic will receive and act on CPRS Anticoagulation Consults within 7 days of receipt to facilitate timely referral of new anticoagulation patients.

B3.13 MENTAL HEALTH SERVICES:

- a. This contract does not include providing Behavioral Health Service (BHS). All BHS will be provided by VA clinical staff. The Contractor shall work closely with the VA Puget Sound to develop strong collaborative working relationship between contract primary care staff and VA BHS staff. Contractor and VA will establish processes for referring Primary Care patients for MHS services; this may involve the use of MH Consults in CPRS or other locally developed process.
- b. The Contractor will provide all support necessary to establish a highly effective MH Services. Support shall include providing all front desk administration, scheduling initial and follow up appointments, rescheduling patients when requested or if a clinic must be canceled due to illness or other reasons., checking in/out of patients for clinic appointments, taking and documenting vital signs as necessary. Taking calls and messages from patients and delivering to providers. Entering clinic scheduling grid requests into the Clinic Website. Assist MH providers in arranging transportation and transfers of patients for urgent issues.
- c. **Estimated Veteran Workload:** It is estimated that 30% of enrolled veterans will require Behavioral Health Services
- d. **Telemental health:** The Contractor shall provide a space telemental health equipment to be placed within the facility by the VA Puget Sound. This space should provide privacy for patients to meet confidentially in an individual or group setting with providers at the VA Puget Sound via electronic transmissions. The space shall be large enough for a desk, chair, computer, and TV and videoconferencing equipment (provided by VA Puget Sound). The VA Puget Sound will maintain the VA-provided telemental health equipment. VA Puget Sound will also provide the networking capability to support the telemental health equipment. The Contractor's will provide a Telehealth Clinical Technician (LPN/MA) to facilitate use of the equipment for the veterans. The TCT will be required to complete training as required by the VA Puget Sound, training will be conducted at one of the main campuses and by TMS

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- e. **VA Puget Sound Mental Health Provider Work Space:** The Contractor shall provide two private offices, no smaller than 80 square feet with relit doors and appropriate office furniture decorations and telephone for VA Puget Sound mental health providers who will work in the CBOC. The VA Puget Sound will provide a computer work station for this provider. The Contractor will provide a panic alarm system for all mental health staff. Additionally Contractor will provide a group room large enough for up to 10 individuals. This room can be shared conference room/telemental health space as long as BHS activities have scheduling priority.
- f. The contractor will have established policy and procedures in place on handling Behavioral Health Emergencies and provide documented training initially and annually for all staff.

B3.14 TELEHEALTH SERVICES:

- A) Several telehealth medical specialty initiatives (e.g., teleretinal, teledermatology, telesurgery, etc.) are either in service or being planned for in the near future. The Contractor will be prepared to implement these services upon direction by the VA Puget Sound. VA Puget Sound will provide all necessary equipment and supplies for the appropriate telehealth specialty. The Contractor shall provide space for telehealth equipment to be placed within the facility by the VA Puget Sound. This space should provide privacy for patients to meet confidentially in an individual or group setting with providers at the VA Puget Sound via electronic transmissions. The space shall be large enough for a desk, chair, computer, and TV and videoconferencing equipment (videoconferencing equipment provided by VA Puget Sound). The VA Puget Sound will maintain the VA-provided telehealth equipment.
- B) The Contractor will be responsible for facilitating the use of the equipment for the veterans and providing qualified TCT support staff.
 - 1. The TCT is a Licensed Practical Nurse or Medical Assistant that serves in a generalist role to support Telehealth clinical programs from the patient location. The incumbent provides a wide range of clinical and technical services to the veteran under general supervision of a registered nurse or MD.
 - 2. If utilizing an LPN/LVN the incumbent must be a graduate of a school of practical or vocational nursing approved by the appropriate state accrediting agency and/or the National League of Nursing, and possesses a current unrestricted license to practice as a Licensed Practical Nurse.
 - 3. MA/HT's must have the experience, skills, knowledge and abilities to perform all requirements of the position.
- C) Shall support the Telemental health programs and may support Telehealth imaging, including teleretinal screening, teledermatology, telewound care and other Telehealth programming as technology becomes available and as identified and referred by the primary care provider, other providers. Contractor must be ready to expand resources dedicated to Telehealth programs to include additional staff and space as required by the VA after proper notification.
- D) Guided by local policy/standing orders, initiate consultations for patients on behalf of the primary care provider, who retains responsibility for patient care. The TCT will provide patient education regarding the imaging process.
- E) Contractor is responsible for the patient site facilitation of the clinical, business, scheduling, consult management and technical aspects for real-time Telehealth applications, including, but not limited to, Telemental health, primary care Telehealth, Telerehabilitation and telepatient education clinics. Scheduling and consult management will require the use of VistA

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- F) Uses video-conferencing technologies, Telehealth technology and scheduling software to coordinate and connect staff, resources, patients and providers in the manner effective to delivery of services, patient care, education and training.
- G) Responsible for any patient, staff education/ training, documentation, and assistance with workload capture that is basic for the completion of the visit and/ or training.
- H) The TCT assists in patient care under the direct supervision of an independent licensed healthcare provider.
- I) The TCT performs a range of direct care duties that may include, collecting vital signs and other clinical components of a primary care visit as directed by policy or clinic standard..
- J) The TCT conducts quality control procedures on equipment and products and maintains proper records for quality control reports and workload reporting. The TCT is responsible for the day-to-day operation of the clinical video conferencing, training, CCHT, SF, My Health E Vet and Telehealth clinics.
- K) Performs personal care, diagnostic support duties and treatments according to procedure under the direction of the professional nurse in a timely manner. Responds to patient's nursing needs, including physical comfort, and emotional needs and recognizing deviations from the normal within their scope of practice.
- L) Ensures all patient encounters are documented in the VA Computerized Patient Record System (CPRS) and/or VISTA
- M) Meet other contract requirements.

B3.15 MILITARY SEXUAL TRAUMA (MST) SCREENING:

VHA Directive 2010-033, "Military Sexual Trauma Counseling," dated 7/14/2010 (or subsequent revisions thereto) requires the expansion of the focus on sexual trauma beyond counseling and treatment, mandates that counseling and appropriate care and services be provided, and mandates that a formal mechanism be implemented to report on outreach activities. The VA Puget Sound has mandated screening of every veteran, male and female, for sexual trauma while in the military. This includes asking the veteran whether they have experienced sexual harassment, sexual or physical assault, or domestic violence while on active duty. Screening must be conducted by the CBOC primary care providers and documented in the electronic medical record and in the MST software package in VISTA. If a veteran screens positive for such trauma and would like to receive evaluation or counseling services, a consult can be initiated to Behavioral Health outpatient services. The veteran may decline such services, and this should be documented as well. Immediate assistance can be obtained by calling the VA Puget Sound at 1-800-329-8387 and asking for the Military Sexual Trauma Coordinator.

B3.16 PATIENT ALIGNED CARE TEAM (PACT):

Background & Introduction:

VHA is implementing a patient-centered medical home (PCMH) model at all VHA Primary Care sites which is referred to as Patient Aligned Care Teams (PACT). This initiative supports VHA's Universal Health Care Services Plan to redesign VHA healthcare delivery through increasing access, coordination, communication, and continuity of care. PACT provides accessible, coordinated, comprehensive, patient-centered care, in team based environment including the active involvement of other clinical and non-clinical staff. PACT allows patients to have a more active role in their health care and is associated with increased quality improvement, patient satisfaction, and a decrease in hospital costs due to fewer hospital visits and readmissions.

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Actions that will assist CBOC in implementing PACT model:

- Participation in PACT national teleconferences and educational forums.
- Teamlet staff should attend VA sponsored Transformational Learning Centers of Excellence.

PACT Staffing: Providing appropriate staffing resources are an essential component of the PACT model. Teams need to be staffed adequately to fully implement a robust PACT model. Staffing for the PACT model is divided into the teamlet and the expanded team. The teamlet staff is responsible for managing the care for a panel of patients equivalent to a full time provider (~1200). The expanded PACT staff is equally important for the roles they play in the overall care of the Veteran and deliver care to multiple teamlets.

- **Teamlet staffing:** The recommended staffing for a “teamlet” is 3.50-4.0 FTE for a full time provider panel (recommended 1200 but not to exceed 1350). Members of the teamlet include a primary care provider (MD, NP, PA), a RN Care Manager 1.0 FTEE, a Clinical Associate 1.0 FTEE (LPN/LVN, MA, HCT) and a Clerical Associate .5-1.0 FTEE.
- **Expanded Team staffing :** Other PACT members such as pharmacists Social Workers and dieticians are critical to effective and efficient PACT delivery. Expanded team members deliver care to multiple teamlets. Contractor shall include expanded team members at a per teamlet rate of 0.3 FTEE clinical pharmacy specialist, 0.5 FTE clinical Social Worker, and 0.2 FTE registered dietician.

PACT Pillars, Foundations and Compass: The Patient Aligned Care Team delivery model is predicated on a foundation of delivering care that is patient centered, team based and continuously striving for improvement. A systems redesign approach has been developed to help teams focus on important components of the model including Patient Centered Care, Access, Care Management and Coordination as well as Redesigning the Team & Work.

Enhance Patient Centered Care: Establishing a patient centered practice environment and philosophy as a core principle of PACT requires a knowledgeable staff and an engaged, activated patient and family. Clinic staff will be required to complete the following tasks in order to begin to implement Patient Centered Care:

- Engage the patient/family in self management and personal goal setting
 - Provide education pertinent to care needs and document the provision of that education.
 - Provide support on site to enroll patients in MyHealtheVet & Secure Messaging
 - Ensure staff is trained in self management techniques, motivational interviewing, shared decision making as made available by VAMC.
 - CBOC patients will be notified of all normal test results within 14 days.

Enhance Access to Care: PACT strives for superb access to care in all venues including face to face and virtual care. Achievement of the following list of requirements will assist the CBOC in achieving superb access for Veterans.

- Face to Face Visit Access:
 - Strive to provide same day access for patients, but never exceeding seven day access for new, intake or established patients
 - Increase (establish) group visits and shared medical appointments for example, MOVE programs, diabetes groups and blood pressure groups, etc.

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- Virtual Access:
 - Telephones:
 - Phones should be answered by a “live” person with a focus on achieving first call resolution. First call resolution is taking care of the Veteran’s issue/request during that call. This approach requires thoughtful planning and strategy.
 - Increase telephone care delivered to veterans by PACT members.
 - Automated Patient Kiosks: VA Puget Sound is moving towards using Patients kiosks for patient check in. Contractor will provide staff assistance and training for veterans as needed to ensure program success and to reduce angst of new technology for patients. Kiosks will require network drops in the clinic waiting area.
 - MyHealtheVet (MHV):
 - Provide support to enroll into MyHealtheVet
 - Increase enrollees
 - Secure Messaging (SM):
 - Encourage & educate patients to use SM as a non synchronous mode of communication
 - Establish SM as a communication method in clinic
 - Increase Veteran participation
 - Telemedicine & Telehealth
 - Improve access to scarce medical services via telemedicine capabilities as deemed appropriate by VAMC
 - Increase Veteran enrollment in telehealth modalities available at VAMC.

Enhance Care Management & Coordination of Care: Improving systems and processes associated with critical patient transitions, managing populations of patients and patients at high risk has proven to have a positive impact on quality, patient satisfaction and utilization of high cost services such as acute inpatient admissions, skilled nursing facility stays, and emergency department visits. CBOC staff should focus on the following actions to achieve improvements.

- Improve Critical Transitions Processes:
 - Inpatient to Outpatient:
 - Develop systems to identify admitted primary care patients.
 - Provide follow up care either by face to face visit or telephone visit within 2 days post discharge.
 - Document the follow up care in CPRS delivered and communicate among the team.
 - Enhance Primary Care to Specialty Care Interface
 - Participate in electronic virtual consults as available
 - Develop resource listing of specialty care points of contact for nursing and medical care
 - Participate in VAMC sponsored medical educational activities to enhance networking with specialty staff
 - Enhance VA & Community Interfaces in Caring for Veterans
 - Develop a list of community points of contact
 - Develop mutually agreeable interface systems with community facilities and providers
- Improve Systems for Managing the Care of Patient Populations
 - Enhance Management of Patients with Chronic Illness

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- Identify patients with suboptimal chronic disease indices from VHA databases (registries)
- Develop plans including staff roles and responsibilities in addressing care needs. Include all team members in delivering care as license allows. Use face to face and virtual care delivery methods such as pharmacy/nurse clinics, telephone clinic etc.
- Enhance Health Promotion & Disease Prevention Focus in Care Delivery
 - Identify patients with preventive care needs from VHA databases (registries)
 - Develop & implement plans including staff roles and responsibilities in addressing care needs. Include all team members in delivering care as license allows. Use face to face and virtual care delivery methods such as pharmacy/nurse clinics, telephone clinic etc.
- Enhance Management of High Risk Veterans: frequent emergency department visits, frequent inpatient admissions for ambulatory sensitive conditions, and severely injured/disabled, frail elderly.
 - Identify patients with preventive care needs from VHA databases (registries)
 - Develop plans including staff roles and responsibilities in addressing care needs. Include all team members in delivering care as license allows. Use face to face and virtual care delivery methods such as pharmacy/nurse clinics, telephone clinic etc.
- Improve Practice Design & Flow to Enhance Work Efficiency & Care Delivery:
 - Maximize functioning of all team members through role and task clarification for work flow processes.
 - Develop a plan to improve work flow process for visit or virtual care.
 - Conduct daily teamlet huddles to focus on operational needs for that day
 - Conduct weekly team meeting to focus on systems and process improvements, review and use data to monitor processes, etc.

B3.17 PATIENT SCHEDULING:

a. The Contractor clinic is not designated as an emergency or urgent care center, and as such is by “appointment only.” Nonetheless, the Contractor shall maintain a triage system for walk-in patients. Urgent walk-in patients are to be triaged by a qualified medical practitioner. The Contractor will not refer patients to the VA Urgent care clinics at Seattle or American Lake, the contractor is expected to triage and treat enrolled patients with acute\urgent needs as appropriate.

b. The Contractor will schedule routine, new, intake and follow up appointments within VA guidelines of fourteen (14) calendar days of request and urgent appointments within two (2) business days of request. It is anticipated that VA guidelines will be reduced to seven (7) days during this contract period; the contractor will be expected to meet those access standards when requested. The CBOC shall meet the Veterans Health Administration's (VHA's) timeliness standards as outlined in VHA Directive 2010-027 "VHA Outpatient Scheduling Processes and Procedures," dated June 9, 2010 (or subsequent revisions thereto) and the VA Puget Sound policy on TX, Outpatient Scheduling Practices and Guidelines.

c. Critical patients (those with true emergent needs) shall not be served by the Contractor, and shall be referred to the nearest “safe harbor” medical facility capable of providing critical emergent services. Immediate notification of the Transfer Coordinator is mandatory.

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- b. In most instances, patients shall be seen within twenty (20) minutes of scheduled appointments in accordance with VHA Directive 2006-041 (or subsequent revisions thereto).
- e. Patients who self refer to local emergency facilities and their associated charges for care are not the responsibility of the Contractor; and shall not be provided service under this contract, even if the designated Primary Care Provider under this contract is performing "on call" duties at the local facility. If an enrolled patient who is not actually receiving care in Contractor's facility contacts the Contractor, and the Contractor believes that the veteran needs emergency care that the Contractor cannot provide, the Contractor should advise the patient to go to the nearest emergency care facility. **The Contractor should also advise the patient that VA may not be able to pay for emergency care at the non-VA facility and that the veteran should contact the VA Puget Sound as soon as possible to determine if VA will pay.**
- c. The Contractor must make provisions for toll free telephone care, twenty-four (24) hours a day, seven (7) days a week, including evenings, weekends and holidays, for all enrolled patients, in accordance with VHA Directive 2007-033, "Telephone Service for Clinical Care," dated 10/11/07 (or subsequent revisions thereto) This directive further establishes benchmarks for telephone service, which though not currently mandated by the VHA will be used by VA Puget Sound to monitor CBOC performance (e.g., call volume, abandonment rate, and average speed to answer). Benchmarks include an average speed of answer by a live person within 30 seconds and a call abandonment rate of less than 5%. VHA Directive 2007-033 mandates that the CBOC's telephone services will provide health care advice and information to all veterans receiving care via the CBOC and details requirements for telephone service during regular working hours, weekend-holiday-every-night (WHEN) hours, and answering staff (physicians, providers, or registered nurses with direct access to patient records). This requirement is met if the Contractor makes arrangements with the parent VA facility after hours call center to provide after hours telephone access. The Contractor must establish a mechanism to provide this coverage, and it is recommended that the CBOC telephone rolls over to the after-hours number.

B3.18 EMERGENCIES:

The CBOCs will have a local policy or standard operating procedure defining how emergencies are handled, including mental health. The CBOCs will maintain appropriate emergency response capability. CBOCs are required to have an AED on site and have staff trained in BLS and AED use in accordance with VA Puget Sound Policy PF-06 BLS AED and ACLS Training for Staff. The Contractor is responsible for properly inspecting and recording monthly AED inspections. VHA Directive 2008-015, "Automatic External Defibrillators (AEDs)," dated 3/12/2008 (or subsequent revisions thereto).

B3.19 VISTA:

VA Puget Sound will provide the Contractor access to VISTA, VA's patient record computer system, Computerized Patient Record System (CPRS) that contains: patient medical records, medication profiles, laboratory and radiology data, and other diagnostic test results. Access will be for the purpose of:

1. Obtaining patient specific information.
2. Requesting specialty consults, laboratory, radiology, or other diagnostic tests.
3. Communicating with VA Staff about patient care issues.

4. Checking formulary status of drugs.

B3.20 MEDICAL RECORDS REQUIREMENTS:

a. The Contractor shall only use CPRS/VISTA in the performance of this contract. Contractor owned electronic records will not be maintained. Records accessible by the Contractor in the course of performing this agreement are the property of the VA and shall not be accessed, released, transferred or destroyed except in accordance with applicable federal law and regulations. The treatment and administrative patient records created by, or provided to, the Contractor under this agreement are covered by the VA system of records entitled "Patient Medical Records-VA" (24VA19). The VA shall have unrestricted access to these records.

b. The contractor will maintain electronic medical records using the computerized patient record system, CPRS, and Vista Imaging making sure they are up-to-date and will include the enrolled patient's medical records for all subcontractor providers. The electronic record shall include, at a minimum, medical information, prescription orders, diagnoses for which medications were administered or prescribed, documentation of orders for laboratory, radiological, EKG, hearing, vision, and other tests and the results of such tests and other documentation sufficient to disclose the quality, quantity, appropriateness, and timeliness of services performed or ordered under this contract. Each member's record must be electronic, which includes scanned images, will maintained in detail consistent with good medical and professional practice, which permits eDocumentation that occurs in CPRS and Vista Imaging. No documents from the electronic medical record will be printed and no shadow records are authorized. Effective internal and external peer review and/or medical audits facilitate an adequate system of follow-up treatment. Hard copies of external source documents may be scanned into the electronic medical record by the Contractor or a summary progress note written by an appropriate clinician after a review of the external source documents may be used in lieu of scanning any external source documents. After these documents have been scanned, the original hard copies will be mailed weekly via UPS/FEDEX or Courier to: Medical Records File Room (S-007-File) VA Puget Sound, 1660 S Columbian Way, Seattle, WA 98108,. The delivery/courier service will be at the expense of the Contractor.

d. **External Peer Review Program:** The Contractor shall participate in the VA Puget Sound's External Peer Review Program (EPRP). The contractor will have a process in place to perform peer review of contract providers records. At least 10 records will be review for each provider every 6 months using.

e. **Release of Information:** The Contractor must provide copies of medical records, at no charge, when requested by the VA Puget Sound to support billing and/or VA mandated programs if these records are not available in CPRS or Vista Imaging. The Contractor will use VA Form 5345 (release of records to outside parties), and VA Form 5345a (release of records to veterans themselves), *Request for and Consent to Release of Medical Records Protected by 38 U.S.C.*, for veterans wishing to have their CBOC records released. The Contractor will release information in accordance with the Privacy Act of 1974, and the Health Insurance Portability and Accountability Act. The CBOC will forward their requests for the release of patient information to the Release of Information office. Requests of a simple nature may be completed at the time of the clinic visit. Completed requests and release of information forms are forwarded to the ACY campus Release of Information Office for inclusion into Decision Support System (DSS) for accounting purposes.

When releasing medical records to the veteran themselves, the 5345a form will clearly indicate:

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1. The veteran full name and full SSN
2. The information that was released as authorized by the veteran
3. The date the information was released (inferred that date signed is date released)
4. Block will be checked that the information was released in person to the veteran.

When releasing the information to an outside third party, the 5345 form will clearly indicate:

1. Full name of veteran and full SSN.
2. Complete address of third party to who the records were released to
3. The exact information that was released as authorized by the veteran
4. The purpose for third party receiving the records
5. The expiration date for authorization
6. The date the information was released, what was released, and by who shall be noted in the bottom right corner of the form in the area designated for such

Complex requests, those requiring a bill or those where all the information may not be available to the CBOC, will be forwarded via fax to the VA Puget Sound Release of Information Office, ACY Campus at (615) 225-5491, or via mail addressed to VA Puget Sound, 3400 Lebanon Road, Murfreesboro, TN 37129 ATTN: Release of Information (136H). Faxed information that is confirmed as received can be shredded.

My HealthVet: Veterans interested in the My HealthVet initiative will be directed to the web site www.myhealth.va.gov where they can register as a veteran seen at the VAHCS. Once registered, the veteran can present to the CBOC to be authenticated.

f. **Records Retention:** The Contractor must retain records generated in the course of services provided under this contract for the time periods required by VHA Record Control Schedule 10-1 and VA regulations (24 VA 136, *Patient Medical Records - VA*, par. *Retention and Disposal*). No hard copies of medical records or logbooks of any type may be maintained. If this agreement is terminated for any reason, the contractor will promptly provide the VA Puget Sound with any individually-identified VA patient treatment records or information in its possession, as well as the database created pursuant to this agreement, within two (2) weeks of termination date.

g. **Work-Related Incident Treatment:** When treating the veteran for injuries sustained as a result of a work-related incident or an accident, the Contractor must complete the appropriate forms to allow the VA Puget Sound to assert a Federal Medical Care Recovery Act (FMCRA) or a Workers Compensation Claim.

h. The VA Puget Sound utilizes both a scanned and electronic medical record (EMR). The primary electronic component is the Veterans Information System and Technology Architecture (VISTA) /CPRS (Computerized Patient Record System), which consists of hardware configurations and software developed by the VA. VISTA/ CPRS, is a collection of over one hundred (100) applications that make up a comprehensive hospital information system. It includes both medical records and clinical applications or packages such as order entry, Progress Note, laboratory, radiology, scheduling/admission-discharge-transfer and discharge summary. The present VISTA/CPRS packages combined comprise an estimated 80 percent of a total electronic medical record. The scanned component of the medical record will consist only of those items not already on-line in CPRS. CPRS requires that all medical entries be done electronically, including, but not limited to, prescriptions, labs, radiology requests, Progress Notes, vital signs, problem lists, and consults.

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i. Contractor personnel will utilize VA Puget Sound' current VISTA/CPRS technology to compile a concise and relevant account of the patient's health care with Contractor-owned workstation equipment and communication software.

j. Training: VA Puget Sound will provide the necessary training to Contractor personnel on the proper use and operation of the CPRS system. VA will provide VISTA training and access appropriate to Contractor's decision to utilize clinic staff or subcontracted vendor for data entry.

k. Documentation and Clinical Records: Documentation and clinical records shall be complete, timely, and compliant with VA Puget Sound policies, and current Joint Commission Standards. The Contractor will be automatically reminded through the CPRS system to assess and complete clinical reminders that are due for each given patient. The Contractor shall complete all clinical reminders due for the patient during a patient visit. Clinical reminders include but are not limited to; Alcohol Use Screens, Positive Audit C Need Evaluation, Depression Screening, Evaluation of positive PTSD, Tobacco Counseling by provider, Irag and Afghanistan Post deployment Screen, TBI screening, Influenza immunization, pneumovax, colorectal CA screening, FOBT positive follow-up, diabetic reminders, and others the VA may implement. The Progress Notes for each enrolled patient visit, whether the patient visit was with the Contractor or a subcontractor, shall be entered electronically in the patient's record through the VA Puget Sound CPRS system. All Progress Notes and test results, applicable to services which the Contractor is responsible to provide and perform at its site or subcontractor's site, shall be entered into CPRS by the Contractor within two (2) calendar days of the patient's visit, with the exception of radiology reports. VA Radiologist's professional interpretation of diagnostic radiology and diagnostic imaging performed by the Contractor will be entered into VISTA/CPRS by VA Puget Sound. Contractor shall be responsible for entering into VA's CPRS all information and requests for laboratory and radiology test requests. Progress Notes will be entered into CPRS or the Progress Note portion of the Text Integration Utility (TIU) package. The results of laboratory tests performed at the CBOC must be included in the Progress Notes. Progress Notes must meet Centers for Medicare & Medicaid Services (CMS) guidelines for documentation which include the 3 key components to determine the level of evaluation and management (E/M). These key components include: (1) History; (2) Exam; and (3) Medical decision making. Progress Notes associated with each clinic visit will include pertinent medical treatment, a treatment plan, teaching that was provided to the patient and/or the patient's family, the date of appointment, and the electronic signature of the treating clinician. All notes must be linked to the correct visit and location. A patient problem list must be present on the patient's record by the third clinic visit and will be entered via CPRS on the Problem List tab. This list will include all diagnoses, medications and procedures and will be updated as the patient's condition changes. Laboratory reports and results will be entered into the Laboratory Package. The process for entry of data may include manual entry or an automated procedure; however, it must adhere to applicable VA Automated Information Security (AIS) system regulations.

l. Encounter Forms: The Contractor will electronically complete encounter form data in the VISTA/CPRS system within two (2) working days of visit. Completed Encounter Forms will include, but are not limited to, the Problem list, appropriate CPT code(s), a primary ICD-9 Diagnosis Code(s), designation of a primary provider, and whether the treatment or care rendered was for a service connected condition or as a result of exposure to agent orange, environmental contaminates, or ionizing radiation.

m. Women's Health Software Package: The Contractor must utilize the Women's Health Software package to track and document preventive care for women veterans (in addition to all other VISTA requirements of this contract). Mammograms, pap smears, bone density tests and HPV vaccine administration must be ordered via clinical reminders and the results of same must be documented via clinical reminders. In addition, every mammogram ordered must be tracked.

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o. **Access to VA Records:** Subject to applicable federal confidentiality laws, the Contractor or its designated representatives may have access to VA Puget Sound records at VA's place of business on request during normal business hours where necessary to perform the duties under this contract.

p. **Reports:** The Contractor is responsible for complying with all related VA Puget Sound reporting requirements requested by the VA Puget Sound.

B3.21 EQUIPMENT AND TECHNICAL SUPPORT:

a. The VA Puget Sound shall provide the PC workstations, software and networking equipment required to access the VA Network, CPRS and VISTA system. The VA Puget Sound shall provide necessary antivirus software for PC workstations and ensure that data definition files are current. In addition the VA will ensure that all Microsoft critical updates and patches are current.

b. The Contractor shall be responsible for installation and maintenance of the network infrastructure within the facility including, but not limited to, cabling located inside the walls of the structure and a secure communications closet space to house the patch panels and networking equipment (see para. "g" below). For backup, contingency and continuity of operations, the Contractor will provide connectivity to the Internet via cable modem, DSL or T1 circuits to the communications closet space. The VA Puget Sound will make and manage the connection from that connectivity to the VA owned networking equipment in the closet. Backup, contingency, COOP connectivity to the VA Puget Sound will be established through a VA provided Site-to-Site VPN connection utilizing Contractor provided Internet Service Provider (ISP). The VA Puget Sound will provide and manage the necessary VPN security router hardware. The Contractor shall be responsible for maintenance and on-going technical support for all data and voice wiring within the walls and ceilings from the data closet to the endpoints of the network. The Contractor is responsible for all charges related to the backup, contingency, COOP connectivity.

c. The VA will provide all networked printers. The Contractor will provide one multifunction (Copier, scanner fax) business machine compatible with VA Networks. The RICOH Aficio MP C3001 are widely used throughout the VA Puget Sound but other RICOH models maybe submitted for consideration prior to installation. The data on all hard drives on multifunction machines is considered VA property and must be erased or destroyed when taken out of service.

d. The VA will provide advisory technical support to the Contractor's technical support person for the initial CBOC set-up relative to VISTA, CPRS and VPN connectivity. The VA Puget Sound will provide on-going technical support for VISTA and CPRS software and any other VA software applications. Technical support will be through an escalation process. The Contractor's employee technical representative will submit a "Help Desk" request by calling (206) 277-4357. Initial technical support will be provided by the VA via telephone, which will consist of a VA technical representative speaking to a Contractor employed representative to identify the problem, trouble-shoot and attempt to resolve the problem with the Contractor's end-user. If the problem cannot be resolved the VA Puget Sound will provide on-site support for VA owned equipment, VISTA, CPRS software and other VA software applications, if necessary within two business days or less depending on the nature and severity of the problem.

e. The Contractor will not allow its inability to access VISTA to prevent any patient from being seen by a provider. In the event, and for any reason, that the Contractor is not able to access the VISTA system, the

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Contractor will record all data manually including the completion of the Encounter Form. Upon recovery of the Contractor's ability to access the VISTA system, the Contractor will input all data recorded manually into the VISTA system within forty-eight (48) hours of the system becoming operational.

f. The Contractor shall have a contingency plan for computer downtime that defines the processes in order to ensure continuity of patient care and maintenance of the integrity of the patient's medical record during periods of loss of computer functions. The contingency plan must be reviewed and approved by the Contracting Officer prior to award. In addition, a contingency plan template that designates criticality of application/system, estimate of impact, locations of equipment, and contact persons will be provided to the Contractor for completion after award.

g. The Contractor shall provide a secure, double locked communications closet to house the computer networking equipment and network patch panel to service the clinic space. This space shall be at least 10'x10' with air conditioning and fire suppression. The solid core door to the communications closet shall have no vents, windows, or other gaps, walls should go from floor to permanent ceiling to prevent crawl over access through drop ceiling. This door shall be keyed separately with a copy of the key only provided to the VA Puget Sound Office of Information & Technology department and the site manager. Access to this space shall be strictly controlled to ensure adequate information security.

h. VA Handbook 6500 that requires the following statement on all fax cover sheets be included: *This fax is intended only for the use of the person or office to which it is addressed and may contain information that is privileged, confidential, or protected by law. All others are hereby notified that the receipt of this fax does not waive any applicable privilege or exemption for disclosure and that any dissemination, distribution, or copying of this communication is prohibited. If you have received this fax in error, please notify this office immediately at the telephone number listed above.*

B3.22 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS:

a. All Contractor employees who require access to the Department of Veterans Affairs' computer systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Office of Security and Law Enforcement prior to contract performance. This requirement is applicable to all subcontractor personnel requiring the same access. If the investigation is not completed prior to the start date of the contract, the Contractor will be responsible for the actions of those individuals they provide to perform work for VA. The investigation must be initiated prior to being granted access to VA computer systems.

(1) **Position Sensitivity** – The position sensitivity has been designated as Low Risk.

(2) **Background Investigation** - The level of background investigation commensurate with the required level of access is National Agency Check with Written Inquiries (NACI). Non-citizen contract personnel appointed to Low Risk or Nonsensitive positions will be subject to a National Agency Check with Law Enforcement and Credit Check (NACLC).

(3) **Contractor Responsibilities:**

(a) Contractor will schedule all employees for fingerprinting a minimum of 14 days prior to start date to ensure adequate time for adjudication.

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(b) The Contractor will provide the COTR a copy of the fingerprint verification memo and the OF 306 for submission of the back ground request.

(c) The Contractor employees shall download, complete, and mail the documents required for a Low Risk Position found on the following website within fourteen (14) calendar days of the individual's appointment to the position:

http://www.va.gov/vabackground_investigations

Electronic fingerprinting can be performed at the Seattle or American Lake Campuses of the VA Puget Sound in the Human Resources Office at TVHS. COTR will assist in coordinating fingerprint appointment.

(d) The Contractor, when notified of an unfavorable determination by the Government, will withdraw the employee from consideration from working under the contract.

(e) Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.

(4) Government Responsibilities:

(a) Upon receipt, the VA Office of Security and Law Enforcement will review the completed forms for accuracy and forward the forms to OPM to conduct the background investigation (BI).

(b) The VA facility will pay for investigations conducted by the Office of Personnel Management (OPM) in advance. Reimbursement will be at the rate of \$210.00 and will be included on the invoice within one month with employee's name for verification.

(c) The VA Office of Security and Law Enforcement will notify the contracting officer and Contractor after adjudicating the results of the background investigations received from OPM.

(d) The contracting officer will ensure that the Contractor provides evidence that investigations have been completed or are in the process of being requested.

(e) The VA facility will provide PIV Badges to contract personnel that require access to VA Data Systems. VA Badges cannot be issued until all C&P and SAC adjudication is complete and BI has been initiated. All badges must be returned to the Security office or the COTR upon termination of employment.

b. Contractor personnel performing work under this contract shall satisfy all requirements for appropriate security eligibility in dealing with access to sensitive information and information systems belonging to or being used on behalf of the Department of Veterans Affairs. The Contractor will be responsible for the actions of those individuals they provide to perform work for the VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor will be responsible for all resources necessary to remedy the incident. Printed output containing sensitive VA data will be stored in a secured area and disposed of properly, per VA Directive 6371, Destruction of Temporary Paper Records. Under the provisions of the Privacy Act of 1974 as amended, personnel performing work under this contract have an obligation to protect VA information indefinitely. At cost to the contractor the chosen shredder device must have a crosscutting capability which produces particles

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that are 1 X 5 millimeters in size or smaller that will pulverize/disintegrate paper material using disintegrator devices with a 3/32 inch security screen. (Reference NSA Disintegrator Evaluated Products List). Furthermore it is the contractor's responsibility to notify the service line ADPAC, Office of Information and Technology (OI&T) staff, or the Information Security Officer (ISO) when access to Automated Information Systems is no longer needed by personnel performing work under this contract.

c. Contractor employees are required to complete the most current version of the online training classes entitled "VA Privacy and Information Security and Rules of Behavior" and "Privacy and HIPPA Training" prior to receiving an account on the VA network and annually thereafter. The COTR will assist contract personnel in establishing an account for each contractor employee in the Talent Management System (TMS). The link to the training web site is <http://www.tms.va.gov>. A Certificate of successful completion will be generated and maintained by the COTR. These certificates shall be made available upon request to the Privacy Officer, Information Security Officer or VA Puget Sound ACOS/CBOC Manager or designee.

d. In performing this agreement, the Contractor shall be considered part of the Department of Veterans Affairs (VA) for purposes of 38 U.S.C. §§ 5701 and 7332. Its employees may have access to patient medical records to the extent necessary to perform this contract. Notwithstanding any other provision of this agreement, the Contractor and its employees may disclose patient records and individually-identified patient information, including information and records generated by the Contractor in performance of this agreement, only pursuant to explicit disclosure authority from VA.

e. The VA may provide Contractor and subcontractor employees with access to VA automated patient records maintained on VA computer systems only to the extent and under the same conditions and requirements as VA provides access to these records to its own employees.

f. All Contractor personnel and any subcontracted employees, if applicable, accessing the VISTA system will be required to sign and abide by all VA security policies, and applicable VA confidentiality statutes, 38 U.S.C. §5701, 38 U.S.C. §7332, and the Privacy Act, 5 U.S.C. §552a. The VA will provide access applications and security agreements. All access request forms must be submitted to the ISO with required signatures. Contractor shall ensure the confidentiality of all patient information and shall be held liable in the event of the breach of confidentiality. Due to the confidential nature of medical reports, all transcription must be completed in areas that provide reasonable security and maintain the highest degree of auditory privacy. All documents are confidential and are protected under the Privacy Act of 1974, as amended. All vendor personnel shall be required to observe the requirements imposed on sensitive data by law, federal regulations, VA statutes and policy, DM&S policy and the associated requirements to insure appropriate screening of personnel.

g. The database utilized by the Contractor under this agreement, the adverse drug event reports provided to the Contractor by VA, and documents created from analyzing this database, the adverse drug event reports, and patient medical records are medical quality assurance records protected by 38 U.S.C. § 5705, its implementing regulations at 38 U.S.C. §§ 17.500-.511 and VHA Directive 2008-077, Quality Management (QM) And Patient Safety Activities That Can Generate Confidential Documents (or subsequent revisions thereto). These records may be disclosed only as authorized by § 5705 and the VA regulations. Disclosure of these records in violation of § 5705 is a criminal offense under 38 U.S.C. § 5705(e).

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h. The treatment and administrative patient records created by, or provided to, the Contractor under this agreement are covered by the VA system of records entitled "Patient Medical Records - VA (24VA136).

i. Records created by the Contractor in the course of treating VA patients under this agreement are the property of the VA and shall not be accessed, released, transferred or destroyed except in accordance with applicable federal law and regulations and VA policies. Upon expiration of this contract or termination of the contract, the Contractor will promptly provide the VA with any individually identified VA patient treatment records.

j. Portable media (including but not limited to thumb-drives, CD-ROMs, etc): No portable media will be allowed on VA networked systems without express consent of the VA Puget Sound.

k. No VA data is permitted to be stored on a desktop or laptop computer hard drive. Any portable computer used under this contract must have the hard drive encrypted in accordance with FIPS 140-2.

l. No records containing Individually Identifiable Information or Protected Health Information, as defined by Federal law and regulation, shall be sent, maintained, stored or accessed by the Contractor (or any Subcontractor(s) outside of the United States.

m. Privacy and Security incidents shall be report immediately to the VA Puget Sound Privacy Officers for entry into the Privacy Violation and Tracking Software.

n. Poster containing the names and contact information for the VA Puget Sound Privacy and Security Officers shall be prominently display in an area where all Veterans can easily view.

o. The VA's Notice of Privacy Practices must be prominently displayed and copies available upon request.

p. Liquidated Damages for Data Breach

a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

b. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

c. Each risk analysis shall address all relevant information concerning the data breach, including the following:

(1) Nature of the event (loss, theft, unauthorized access);

(2) Description of the event, including:

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- (a) date of occurrence;
- (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;
- (10) Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and
- (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- (1) Notification;
- (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- (3) Data breach analysis;
- (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- (5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

B3.23 PATIENTS' RIGHTS AND RESPONSIBILITIES:

Contractor shall conform to all patients' rights issues addressed in VA Medical Center Memorandum RI-01 Patient Rights.

B3.24 VETERANS ELIGIBILITY AND BENEFITS:

a. All veterans applying for care at the CBOC will have an application processed in VISTA by the VA Puget Sound to determine priority enrollment category for benefits. The Contractor will adhere to the processes and guidelines established by the Supervisor, Patient Registration in regard to all issues concerning patient enrollment and registration. No Veteran should receive clinical care by a CBOC without the Contractor confirming enrollment within the VA Puget Sound. Persons not verified eligible who present to a CBOC in need of urgent or emergent care will be treated on a Humanitarian basis until stable and discharged from CBOC, or referred to the proper level of care in the community. If the patient is determined to have no authorization for services, and has received care at the Contractor's CBOC, the patient will be billed directly by the VA Puget Sound and will be informed by staff at the CBOC that he is not eligible to continue receiving services at this site.

b. Registration and Enrollment: Contractor is expected to maintain a supply of 10-10EZs (Application for Health Benefits) in the clinic for use by veterans to apply for health care benefits. The Contractor shall offer to courier or fax all completed 10-10EZs and DD Form 214s to the Patient Registration office for processing. Veterans may mail the forms themselves in which case the contractor should provide the proper mailing address. Any questions related to registrations, enrollment, and dispositions can be referred to the VA Puget Sound Patient Registration at (253) 583-6567 or 206-277-1469.

c. Financial Assessments (Means Tests and Copayment Exams): For some veterans, an annual assessment of household income (and sometimes assets) must be completed by the veteran prior to being seen by the Contractor's provider. The Contractor will provide a blank VA Form 10-10EZR (Renewal Application for Health Benefits) to the veteran; and the veteran will fill it out completely, including the financial information on side two of the form. The completed forms will be sent or faxed to the Patient Registration Section for processing.

d. Co-Payment: A co-payment may be assessed for in-patient and outpatient services, as well as pharmaceuticals, to veterans. This co-payment is determined by priority group status and the law. All VA co-payments shall be billed and collected by the VA Puget Sound and are not the responsibility of the Contractor. The Contractor shall notify the patient that, depending on the priority group determination, there may be a co-payment. All disputes for VA co-payments shall be referred to the VA Puget Sound Business Office.

B3.25 PATIENT SAFETY:

The VA Puget Sound shall inform the contractor of all pertinent Joint Commission Sentinel Event Alerts, Patient Safety Alerts/Advisories and any other patient safety notices that are applicable. For every applicable alert from either the VA or the Joint Commission, the contractor shall take the necessary steps to redesign processes, if necessary, to prevent further occurrences, and shall provide written feedback to the Patient Safety Office and the ACOS/CBOCs describing prevention actions taken within the time frames as outlined in the alerts.

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Adverse events at the CBOC will be reported to the VA Puget Sound Patient Safety Office to the Patient Safety Manager or Patient Safety Coordinator and entered into the Patient Safety Reporting System, as outlined in the National Center for Patient Safety Handbook (<http://www.va.gov/ncps/Pubs/NCPSHb.doc>). All events (actual or close call) related to patient injury, medication events, or other issues of patient safety shall be reported using VA Puget Sound Adverse Event forms to the Patient Safety Office.

Adverse events will be scored utilizing the Safety Assessment Code for determination of the need for conducting a Root Cause Analysis (RCA). Report adverse events to the Patient Safety Manager. Contractor staff members may be selected to participate on the RCA team according to the VA Puget Sound policy and the Patient Safety Improvement Handbook within the established time frames.

B3.26 PATIENT COMPLAINTS:

The VA Patient Advocacy Program was established to ensure that all veterans and their families, who are served in VHA facilities and clinics, have their complaints addressed in a convenient and timely manner in accordance with VHA Handbook 1003.4, "VHA Patient Advocacy Program". Response to complaints will occur as soon as possible, but no longer than seven (7) days after the complaint is made. All patient complaints will be entered in the National Patient Complaint database. Information concerning the Patient Advocacy Program must be prominent and available to CBOC patients. The VA Puget Sound will provide the Contractor with posters on how to contact the VA Puget Sound Patient Advocates office. Use of the VA Puget Sound Patient Advocates office should augment the Contractors patient advocacy program. Patient complaints should be handled at the lowest level possible.

B3.27 GRIEVANCE SYSTEM REQUIREMENTS:

The enrolled patients have the right to grieve actions taken by the Contractor, including disenrollment recommendations, directly to the Contractor. The Contractor shall provide readable materials reviewed and approved by VA Puget Sound, informing enrolled patients of their grievance rights. The Contractor shall develop internal grievance procedures and obtain VA Puget Sound approval of the procedures prior to implementation. The grievance procedures shall be governed by the guidelines in VHA Handbook 1003.4 cited in par. 24 above.

B3.28 QUALITY ASSURANCE AND PERFORMANCE ASSESSMENT:

a. Contractor must be accredited by The Joint Commission or maintain a level of service that is in compliance with all current Joint Commission standards. Listed below is the current outline of topics covered in The Joint Commission manual of standards that must be met by the Contractor:

- (1) Patient-Focused Functions
 - Ethics, Rights, and Responsibilities
 - Provision of Care, Treatment, and Services
 - Medication Management
 - Surveillance, Prevention, and Control of Infections
- Organization Functions
 - Improving Organization Performance
 - Leadership
 - Management of the Environment of Care

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- Management of Human Resources
- Management of Information

(2) Structure with Function

- Medical Staff
- Nursing

If the Contractor is Joint Commission accredited, he/she will be required to furnish a copy of the accreditation letter(s) upon request by the Contracting Officer prior to award.

b. The Contractor shall notify the Chief of Staff in writing whenever a malpractice claim involving a VA patient has been filed against the Contractor. The Contractor will forward a copy of the malpractice claim within three (3) workdays after receiving notification that a claim has been filed. The Contractor will also notify the Chief of Staff when any provider furnishing services under this contract is reported to the National Practitioner Data Bank. This notification will include the name, title, and specialty of the provider. All written notifications shall be sent to the following address with a courtesy copy to the COTR:

VA Puget Sound Healthcare System
Office of Chief of Staff (S-01)
1600 S Columbian Way
Seattle, WA 98108

The COTR will notify the Contracting Officer of any notifications received from the Contractor.

c. The Contractor shall permit on-site visits by VA personnel and The Joint Commission surveyors accompanied by VA personnel and/or other accrediting agencies to assess contracted services, e.g., adequacy, compliance with contract requirements, record-keeping, etc as required.

e. The Contractor shall comply with all current VA Puget Sound policies. The Contractor is required to meet VHA performance and quality criteria and standards including, but not limited to, customer satisfaction, prevention index, chronic disease index and clinical guidelines. The prevention index and chronic disease index are found in Handbook 1120.2, entitled, "Health Promotion and Disease Prevention Core Program Requirements." The Contractor shall comply with Handbook 1330.1, "VHA Services for Women Veterans". Performance and quality standards may change during the course of the contract. New or revised quality/performance criteria or standards will be provided to the Contractor before their implementation date. Compliance with mandated performance is required as a condition of this contract.

f. The VA Puget Sound is committed to providing high quality primary care. The VA Puget Sound measures quality in primary care through its performance measurement system. Several "process" and "outcome" measures are extracted by external reviewers from random samples of records of veterans who visited VA primary care providers at CBOCs. These measures change from year to year. The current performance measures and method of extraction are available at <http://vaww.oqp.med.va.gov>. The Contractor is responsible for achieving levels of performance on these measures that meet or exceed the annual expectations for performance of VISN 20 as outlined in the PACT performance measures and Network Performance Plan. Revisions/updates to the PACT reporting measures and Network Performance Plan will be provided as needed by the COTR. The Contractor is required to utilize the CPRS clinical reminder system as a means of both ensuring high performance on these measures and to facilitate monitoring of performance at the site

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independent of external reviewers. Clinical reminders are required to be address at the time of the visit and positive screens must be addressed by the provider. Levels of performance on the quality measures in primary care and mental health will be used as a factor in decisions about renewal of the contract.

g. The Contractor shall document in writing on appropriate unit specific orientation programs for all employees involved in the delivery of patient care, e.g., infection control procedures, patient confidentiality, handling emergencies, patient safety, etc., and provide a copy to the VA Puget Sound COTR. Contractor shall be required to furnish method/guidelines by which he/she intends to meet above requirement.

h. The Contractor will have a quality monitoring/performance improvement program. This program will be available to VA staff and The Joint Commission. The VA Puget Sound will provide regular feedback on clinic performance measures, including but not limited to the following: licensure verification, workload, consults, drug and lab utilization, Prevention and Performance measures, patient satisfaction, and medical record completeness. The Contractor shall conduct audits pertaining to access, quality improvement, documentation, safety and performance measures. These reports shall be submitted to the COTR on a monthly basis and sent via secured email using PKI or utilizing UPS/FedEx.

B3.29 STANDARDS:

- a. The Contractor shall meet all Federal, State, and Local fire and Life Safety Codes.
- b. The Contractor shall be responsible for meeting quality standards and shall comply with the policies of the VA Puget Sound.

B3.30 PATIENT TRANSPORTATION:

Each patient will be responsible for his/her own transportation to and from the primary care facility. If a contractor receives a transportation inquiry regarding transportation to VA for specialty care, the patient should be referred to VA Beneficiary Travel, point of contact and phone numbers to be provided at time of award. VA will then determine if the patient is eligible for travel, both administratively and medically.

B3.31 SIGN: The Contractor shall furnish and install clearly visible signage on the exterior of the building, in the front window, or on the door which displays the VA logo and reads:



VA COMMUNITY BASED OUTPATIENT CLINIC

The Contractor shall provide the Contracting Officer with a diagram of the proposed sign which specifies dimensions and identifies the installation location for approval by the Contracting Officer prior to fabrication of the sign. The VA has named Community Based Outpatient Clinics to reflect the county in which they are located. A flag pole displaying the American Flag and the POW flag shall be in the immediate area of the clinic entrance. Care will be taken to adhere to Flag display protocols as outlined by Public Law 94-344 and summarized in:

B3.32 CONTRACTOR'S PHYSICAL FACILITY:

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a. The Contractor's facility must be in compliance with National Fire Protection Association (NFPA) Life/Safety requirements and the Americans with Disabilities Act. It must also assure privacy for women during examinations and with restroom facilities. Restrooms must also provide at least one changing table for infants. VA Puget Sound shall inspect the Contractor's facility. Contractor must be in compliance with these requirements prior to contract start date. Any inspection shall be conducted during normal VA Puget Sound business hours of 8:00 AM – 4:30 PM, Monday through Friday by the VA Puget Sound Safety Specialist. A list of any deficiencies identified during an inspection will be provided to the Contractor along with a required date for correction of the deficiencies. Any planned changes in the physical environment at the CBOC must be reviewed and approved by the VA Puget Sound to ensure that all life safety codes are met. Parking should be adequate enough to accommodate veteran patients, and shall include at least 10% handicapped parking spaces with Van access.

b. Privacy Standards:

(1) Veterans must be provided adequate visual and auditory privacy at check-in. Patient names are not posted or called out loudly in hallways or clinic areas.

(2) Veterans must be provided adequate visual and auditory privacy in the interview area.

(3) Patient-identified information must not be visible in the hall including charts where names are visible. Every effort should be made to restrict unnecessary access to hallways by patients and staff who do not work in that clinic area.

(4) Patient dignity and privacy must be maintained at all times during the course of a physical examination.

(5) The examination rooms must be located in a space where they do not open into a public waiting room or a high-traffic public corridor. Appropriate locks (either electronic or manual) for examination room doors are required (allowing staff to have key or code access in the case of emergency). When doors are closed, all healthcare personnel must knock, wait and enter only after invited in.

(6) Privacy curtains must be present and functional in examination rooms. Privacy curtains must encompass adequate space for the healthcare provider to perform the examination unencumbered by the curtain. A changing area must be provided behind a privacy curtain. Curtains must be cleaned annually or when soiled.

(7) Examination tables must be placed with the foot facing away from the door. If this is not possible, tables must be fully shielded by privacy curtains.

(8) Patients who are undressed or wearing examination gowns must have proximity to restrooms that can be accessed without going through public hallways or waiting rooms.

(9) If toilet facilities cannot be located in close proximity to the examination room, women must be discreetly offered the use of a toilet facility before she disrobes for the exam.

(10) Sanitary napkin and tampon dispensers and disposal bins must be available in women's public restrooms. Tampons and sanitary pads should also be available in examination rooms where pelvic examinations are performed and in bathrooms within close proximity.

(11) Restrooms must also provide at least one changing table for infants.

(12) Contractor must comply with future revisions to Privacy Standards as may be issued by VHA or VA Puget Sound.

B3.33 PERSONNEL REQUIREMENTS:

a. The Contractor shall provide personnel, either through direct hire or through subcontracting, in numbers and qualifications capable of fulfilling the requirements of this contract. The Contractor shall provide a sufficient number of primary care providers so that each primary care provider has a reasonable caseload. Current caseload ratios are based on the expectation that a fulltime physician will care for approximately 1200-1350 patients, and a midlevel provider will care for approximately 75% of full panel. These numbers may be adjusted, upon approval by the Service Line Leader of General Medicine Service, based on the availability of exam rooms and support staff.

b. The minimum staff requirements for each CBOC are as follows:

(1) Sufficient support staff to conduct daily business in an orderly manner, including such functions as patient registration, administration, and medical record documentation in VISTA. "Support staff" is defined as staff present in the clinic area assisting providers in the actual delivery of primary care to patients. It consists of RNs, LPNs, Medical Assistants, Health Technicians, and Medical Clerks in the clinic. Staff time dedicated to Business Office functions (means testing, registrations or billing), phlebotomy, or supporting non-primary care clinics (e.g., mental health, telemental health, telemedicine specialties, social work, dietary and pharmacy) is not considered support staff for the purposes of this definition. Support staff should be in ratios to Primary Care Providers of at least 3 support staff for each full time equivalent Primary Care Provider based on PACT model staffing. The support staffing mix should include 1.0 FTE registered nurse care manager for every teamlet, 1.0 FTEE LPN, MA or HT and 1.0 FTEE Medical Administrative Clerk.

(2) A physician with current licensure in any state may be designated to serve as medical director to oversee and be responsible for the proper provision of covered services to enrolled patients. It is preferred that this physician be board certified in Internal Medicine or Family Practice.

(3) Other primary care provider staff: nurse practitioners, physician assistants, registered nurses, licensed practical nurses, medical assistants, and health technicians as deemed necessary to support the PACT concept outlined in par. B3.16 and the caseload ratios described above.

(4) Clinical Pharmacist: to support new patient intake and collaborative clinical activities associated with PACT concepts.

(5) Registered and Licensed Dietitian scheduled to sufficiently provide for the needs of enrolled patients and to meet all VA Puget Sound scheduling requirements / mandates.

(6) Clinical Social Worker: Contractor shall provide Social Services by a Licensed Clinical Social Worker (LCSW). LCSW's are responsible for the provision of direct social work services to patients, families, and/or significant others, maintaining the highest levels possible of quality, accountability, and timeliness in the delivery of social work services.

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- 1) Primary care team social workers may function as primary care providers for designated groups of patients assigned to their respective teams in collaboration with the primary care physician and interdisciplinary team.
- 2) Social workers actively participate in interdisciplinary team development and processes. Social workers shall participate in the initial assessment of referred patients, emphasizing the social, emotional, environmental, and financial aspects of the problem, and formulating a social treatment component of the overall treatment plan.
- 3) All social work activities shall be recorded in the medical record. An initial psychosocial treatment plan shall be documented, with follow-up progress notes and a closing summary entered in chronological order to reflect the intervention strategies and outcomes of treatment

B3.34 LICENSURE OF STAFF:

a. The Contractor is responsible for assuring that all persons, whether they be employees, agents, subcontractors, providers or anyone acting for or on behalf of the Contractor, are properly licensed at all times under the applicable state law and/or regulations of the provider's license, and shall be subject to credentialing and privileging requirements by VA Puget Sound. The Contractor will not permit any employee to begin work at a CBOC prior to confirmation from the VA Puget Sound that the individual's background investigation has been reviewed and released to the Office of Personnel Management (OPM), by the Security and Investigations Center (SIC), and that credentialing and privileging requirements have been met. A copy of licenses must be provided with offer and will be updated annually. Any changes related to the providers' licensing or credentials will be reported immediately to the ACOS/CBOC or COTR who will notify the VA Puget Sound Credentialing Office. Failure to adhere to this provision may result in one or more of the following sanctions, which shall remain in effect until such time as the deficiency is corrected:

(1) The VA Puget Sound will not pay the capitation payment due on behalf of an enrolled patient if service is provided or authorized by unlicensed personnel, without regard to whether such services were medically necessary and appropriate.

(2) The VA Puget Sound shall not approve subcontracts with non-licensed individual or group providers. The VA Puget Sound will rescind subcontractor approval if the subcontractor should lose their license during the course of the contract.

(3) The VA Puget Sound may refer the matter to the appropriate licensing authority for action, as well as notify the patient that he/she was seen by a provider outside the scope of the contract and may pursue further action.

B3.35 CONTRACT START-UP REQUIREMENTS:

a. The Contractor's start-up requirements must be completed prior to the commencement of the Contractor's treatment of VA Puget Sound enrolled patients. Upon approval by the VA of the Contractor's completion of the startup requirements, the VA will issue a written Notice to Proceed to the Contractor. The Contractor shall have ninety (90) days from contract award to commencement of the provision of medical care to local veterans. However, the Contractor must have all start-up requirements in place and ready to commence operation NLT eighty-three (83) calendar days from contract award. The final seven (7) days will be used for training and resolution of any last minute or unexpected technical or personnel related challenges. The

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Contractor shall comply with the following contract requirements prior to commencement of clinical operations:

- (1) The Contractor will hire, train, and ensure licensure of all necessary personnel.
- (2) The Contractor shall furnish evidence of insurability of the offeror and/or of all health-care providers, who will perform under this contract (see VAAR 852.237-7, *Indemnification and Medical Liability Insurance*, OCT 1996).
- (3) All Contractor-provided health care services shall be available:
 1. Preventive Health Services.
 2. Primary Care Services.
 3. Physician Services.
- (4) The Contractor's case management program with primary care providers as case managers for all health care services provided to enrolled patients will be operational.
- (5) The Contractor's VA Puget Sound approved performance improvement program shall be operational.
- (6) The Contractor's facility shall be in compliance with the requirements of this contract.
- (7) All contractor personnel will be required to attend New Employee orientation at the Seattle Campus of the VA Puget Sound. Orientation is held every two weeks starting on Monday or Tuesday in case of a Monday Holiday. All Staff will be required to attend a clinical orientation focused on their specific clinical specialty. Length of clinical orientation will be determined by the clinical service chief and be based on the clinical experience of the incumbent employee. Clinical Orientation may take place at both Seattle and American Lake, the vendor will bear any costs associated with staff attending orientation. Typically new employee orientation and clinical orientation can last up to two weeks, but may last longer as determined by the clinical service. Training will be coordinated by the COTR and/or the Contractor's designee. After contract performance begins, VA staff is readily available by telephone and e-mail to answer questions and provide guidance.
- (8) Upon receipt of Notice of Award, Contractor will **immediately** commence the credentialing and privileging process for all physicians and social workers through the VA Puget Sound. A minimum of eight (8) calendar weeks is required for VA Puget Sound credentialing after the package has been completed and received from the provider.

B3.36 CREDENTIALING AND PRIVILEGING:

a. Credentialing and privileging is to be done in accordance with VA Directive 1663, Health Care Resources Contracting – Buying Title 38 U.S.C. 8153, and in accordance with the provisions of VHA Handbook 1100.19, Credentialing and Privileging. Contractor will ensure that all Physicians, Nurse Practitioner and Physician Assistants to be employed under this contract participate in the Credentialing and Privileging process through VHA's electronic credentialing system, "VetPro," as described in Medical Center Memorandum MS-01, Credentialing and Privileging Program. No services are to be provided by any contract Provider until the VA Puget Sound Medical Executive Board and Director have granted approval. The Contractor will be provided copies of current requirements and updates as they are published. Any expenses incurred from care provided

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by non credentialed providers will be the responsibility of the contractor. Expenses can include costs of record audit and reimbursement for fees returned to third parties.

b. Credentials and Privileges will require renewal biennially in accordance with VA and The Joint Commission requirements unless the length of the contract expires before the end of the privileging cycle. Physicians and Nurse Practitioners assigned by the Contractor to work at the CBOC will be required to report specific patient outcome information, such as complications, to the VA Puget Sound. Quality improvement data provided by the Contractor and/or collected by the VA Puget Sound will be used to analyze individual practice patterns. The ACOS/CBOCs will utilize the data to formulate recommendations to the Medical Executive Board when clinical privileges are being considered for renewal. Contractor shall be a full and active participant in the Ongoing” Professional Practice Evaluation (OPPE) and Focused” Professional Practice Evaluation (FPPE) in accordance with VA Puget Sound Memorandum MS-07. The Contractor will have a process in place to track when OPPE and FPPE packages are required and ensure that all required documentation is forward to the General Medicine Service Line.

c. Contractor will ensure that all Physician Assistants to be employed under this contract also participate in the Credentialing process through VA Puget Sound’s electronic credentialing system, “VetPro,” as described in Medical Center Memorandum MS-01, Credentialing and Privileging Program. Since Physician Assistants are not recognized by the VA Puget Sound as independent practitioners, they function under a Scope of Practice (not Clinical Privileges). The credentials and scope of practice for Physician Assistants are reviewed at the time of the initial appointment and at least every two years thereafter by the VA Puget Sound Medical Executive Board unless the length of the contract expires before the end of the privileging cycle.

d. Other positions may require processing through the Credentialing and Privileging office. Examples of such are Registered Dietitians, Pharmacists and Radiological Technicians. All new hires will be coordinated with COTR.

B3.37 PATIENT HANDBOOK:

The Contractor shall provide each patient with a copy of a patient handbook. The handbook must be approved by VA Puget Sound and shall include:

- a. Address of CBOC, names of providers, telephone number(s), and office hours;
- b. Description of services provided;
- c. Procedures for obtaining services;
- d. Procedures for obtaining emergency services; and
- e. Notice to the patient that they have the right to grieve eligibility related decisions directly to the VA Puget Sound.

B3.38 SUBCONTRACTOR PROVIDED SERVICES:

All individuals that provide services under this contract and are not employees of the Contractor will be regarded as subcontractors. The Contractor shall be responsible and accountable for the quality of care delivered by any and all of its subcontractors. The Contractor shall be responsible for strict compliance of all contract terms and conditions without regard to who provides the service. The parties agree that the

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Contractors, its employees, agents and subcontractors shall not be considered VA Puget Sound employees for any purpose.

B3.39 CAUSE FOR CONTRACT TERMINATION:

Contractor agrees to maintain the minimum acceptable service, reporting systems and quality control as specified herein. Failure to comply with the specified contract terms and conditions; adverse reports from external monitoring agencies which indicate poor quality of laboratory testing, x-ray examinations, medical services; and/or record keeping which indicate poor quality of care may be grounds for termination of the contract. Immediate (within 24 hours) notification must be given to the VA Puget Sound regarding adverse action by a regulatory agency.

B3.40 LIAISON PERSONS:

a. The VA Puget Sound has designated the following liaison personnel for this contract. Current names and phone numbers will be provided at contract award.

Title	Role	Phone Number
CBOC Coordinator/ GMS Business Manager	Administrator/COTR Administrator	
GMS Service Line Leader	Medical Director	
Administrative Officer of the Day	Contact for any administrative and clinical problems that arise after normal working hours of 8:00 AM-4:30 P.M., Monday - Friday, weekends and holidays	
IRM "Help Desk"	Assistance with IT systems	
Business Office POC	Assistance with Patient Information Management System (PIMS)	
Patient Registration Office	Assistance with Patient Eligibility	
Medical Care Cost Recovery	Assistance with Financial Assessments	
Outpatient Pharmacy	Outpatient Pharmacy Supervisor	
Health Information Management Service	Assistance with CPRS and Medical Records	
VA Patient Advocate	Assistance with patient complaints, etc.	
Ancillary Testing	Questions involving lab work, x-rays, and other ancillary testing	
Pathology and Laboratory Medicine	Chief Medical Technologist for pathology and laboratory medicine	
Women Veterans Health Services	Program Manager for women veterans health issues	

b. While the liaison persons identified and other VA Puget Sound staff may be contacted for questions/information and/or may visit the CBOCs to oversee policy compliance, **only the Contracting Officer is authorized to make commitments or issue changes which will affect the price, quantity,**

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quality, or delivery terms of this contract. Any guidance provided, which the Contractor feels is beyond the scope of this contract, must be communicated to the Contracting Officer, via the COTR, for possible contract modification.

c. The Contractor shall identify a contact person(s), who shall serve as liaison between the Contractor and the VA Puget Sound. This individual will also ensure the functionality of the clinic according to contract specifications. The contact person(s) will be readily available during the administrative tour of duty from 8:00 AM - 4:30 PM Monday through Friday, and accessible in case of after hours emergencies.

B3.41 “VETERANS ONLY” CLINIC REQUIREMENTS FOR CO-LOCATED FACILITIES:

To meet VA Puget Sound’s requirements for a “Veterans Only” clinic in a co-located facility, the CBOC must have separate signage, a separate waiting room, and dedicated staff for the CBOC. The clerical/administrative personnel who check patients into and out of the clinic, respond to questions, and resolve issues for veterans must be working with veterans only. The CBOC employees must be working with one computer system only (VA’s VISTA and CPRS system). The system used by the Contractor for tracking veteran patients for billing purposes must be separate from the system used to track and bill non-veterans treated in the co-located clinic. The exam room/treatment area must be separate. Clinical staff providing care to veteran patients must be dedicated solely to the task of serving the veteran patients associated with this clinic. There must be a separate telephone number associated with the veterans’ clinic. The communication closet (IT Closet) used to house VA equipment must be separated from any other IT or Telephone equipment.

B3.42 THE DEPARTMENT OF LABOR WAGE DETERMINATION

www.wdol.gov

CONTRACTOR is responsible for accessing the provided website and printing the Wage Determination for the location where services are to be performed.

B3.43 ADMINISTRATIVE PROVISIONS / CONTRACT ADMINISTRATION DATA

B3.43.1 ADDITIONS TO BILLABLE ROSTER:

a. VA Puget Sound has the sole authority to assign Veterans who are treated by the Contractor into the Primary Care Management Module (PCMM) software program used to track Primary Care Clinic Veteran rosters. Eligibility determination and enrollment of VA eligible enrolled Veterans in the Contractor's plan shall be the responsibility of the VA Puget Sound. The Contractor is responsible for notifying the VA Puget Sound through electronic shared-drive spreadsheets of newly seen Veterans at the Contractor’s site that are not already assigned in the PCMM software program. The VA Puget Sound will then verify that the Veteran was seen through VISTA documentation, and enter the Veteran into the PCMM software as credited to the Contractor’s site and associated clinic roster. Contract PACT teams must be set up in PCMM.

b. If the Contractor seeks to place on the billable roster a Veteran at the Contractor’s site who is already assigned to another primary care team or provider in the VHA, the VA Puget Sound will have final authority to designate the primary care site for the Veteran. The main basis for this decision will be Veteran preference. Veterans shall not be allowed to be assigned to more than one VA Puget Sound CBOC. In addition, Veterans will not be allowed to be assigned simultaneously at the Contractor’s site and in any of the primary care teams at VA Puget Sound. A Veteran’s checked out visit to a particular CBOC shall be deemed to be an expression of that Veteran’s preference as to a particular primary care site.

c. For Veterans newly assigned to the CBOC, the Contractor shall be paid the monthly capitation rate for the full month in which the first visit occurs where medical care is provided to the Veteran at the Contractor's facility by a Primary Care Provider (PCP) completing and properly documenting an appropriate vesting visit and using the proper vesting CPT Codes. (Podiatrists, nurses, dieticians, social workers, psychologists, etc., are **not** considered appropriate PCPs by VA Puget Sound.). Acceptable ***Vesting CPT Codes*** for this purpose are: 99203-99205; 99213-99215; 99243-99245; 99385-99387; or 99395-99397. All payments shall be monthly in arrears.

43.2 REMOVAL FROM BILLABLE ROSTER:

a. The Contractor is responsible for confirming with the VA Puget Sound Veterans who no longer should be included on the billable roster at the Contractor's site. This includes Veterans who have died, moved to other areas, have decided to receive their primary care elsewhere or whom the Contractor or VA Puget Sound has determined have **not** received a proper Vesting Exam Visit by the contractor provider in the previous 24 months, i.e. not have a visit with one Primary Care Provider which merited at least one of the ***Vesting CPT Codes*** noted in para. 43.1. and did not have at least one documented encounter with their assigned primary care provider in the preceding 12 months. Delayed notification that a Veteran should be removed from the billable roster for reasons (9)-(12), in paragraph d below, will result in offsets being taken against subsequent invoices. Delayed notification includes circumstances in which the Contractor or VA Puget Sound, through no fault of their own, do not receive such information until after the fact.

b. In the event that a Veteran has a legitimate complaint and demands disenrollment for cause, payment will be discontinued the as of the month the patient is disenrolled and the Contractor is notified. If arbitration is necessary, clinical issues will be referred to the Executive Director of the contracted facility and the ACOS/CBOCs of VA Puget Sound. In the event that a decision cannot be reached at the clinical level, referral shall be made to the Contracting Officer (CO) for final determination. This decision shall be binding.

c. Contractor, with approval of the ACOS/CBOCs VA Puget Sound, may disenroll a Veteran (remove from billable roster) for legitimate cause that may include:

- (1) Repeated disruptive behavior in clinic;
- (2) Threatening behavior towards CBOC personnel;

The Contractor will contact the COTR, or the designated representative, to discuss any issues, including possible removal from the billable roster, due to disruptive Veteran behavior.

d. The VA Puget Sound has ultimate authority to remove from the billable roster, at any time, an enrolled Veteran from the responsibility of the Contractor. The VA Puget Sound will notify the Veteran (with the exception of par. 9-12 below) and the Contractor of the effective date of removal from the billable roster. Removal of Veterans from the Contractor's responsibility may occur, but not be limited to, the following reasons:

- (1) The Veteran loses eligibility for VA care.
- (2) The VA decides that removal from the billable roster is in the best interest of the Veteran.

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(3) The Veteran was found to have falsified the application for VA services, and approval was based on false information.

(4) When it is determined that a Veteran has abused the VA system by allowing an ineligible person to utilize the Veteran's identification card to obtain services.

(5) When it is determined that the Veteran has willfully and repeatedly refused to comply with the Contractor's requirements or VA requirements, subject to federal laws and regulations.

(6) When it is determined that the Veteran has abused the VA program by using VA identification card to seek or obtain drugs or supplies illegally or for resale, subject to state and federal laws and regulations.

(7) The Contractor gives written notification to the VA that the Contractor cannot provide the necessary services to the Veteran or establish an appropriate provider Veteran relationship.

(8) If the Veteran fails to show up for two consecutive appointments, Contractor will notify the Veteran by letter after second "no show," advising of potential disenrollment from the CBOC (and removal from the billable roster) if Veteran does not contact provider within two (2) weeks of notification. The Contractor shall notify the VA of any Veteran that does not respond to disenrollment notification, immediately after the lapse of the two (2) week period from notification of the Veteran.

(9) Death of the Veteran.

(10) When a Veteran moves to another area.

(11) When a Veteran receives his/her primary care elsewhere.

(12) The Veteran receives no document encounter from their Primary Care Manager within 12 months of the last vesting visit *as defined in 43.1*.

NOTE: These circumstances may become known after the fact. Upon discovery of these situations, the Contractor will credit or reimburse the VA Puget Sound back to the original date of the removal criteria being met for reasons (9)-(12) above. In addition should patients be discovered that legitimately should be enrolled to the contractor in VISTA the VA will ensure reimbursement is included in the next billing cycle after discovery.

e. For Veterans removed from the billable roster under the "per Veteran per month (PMPM)" capitation payment method, the Contractor will be paid the monthly capitation rate for the full month in which the date of removal occurred.

f. If the Contractor disagrees with a removal from the billable roster, the issue will be referred to the VA Puget Sound Contracting Officer for resolution. Provided that such resolution is consistent with the other terms of the contract, the final decision of the Contracting Officer is binding. Invoicing should not be delayed unnecessarily due to minor discrepancies. An invoice for the non disputed portion should be generated while the contractor and COTR reconcile disputed patients.

43.3 MONTHLY BILLABLE ROSTER AND INVOICE RECONCILIATION:

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a. Monthly billable roster and invoice reconciliation will take place as follows:

- (1) The Contractor will present to the VA Puget Sound designee a billable roster for all enrolled veterans for the applicable month to be invoiced. The roster will include Patient Last Name, First Name, Middle Initial as exactly as listed in VISTA, the full Social Security Number, Enrolled date, date of last vesting visit and date of last service. This information will be sent to the COTR either by encrypted email, or through regulated and tracked mail service on password protected CD-ROM. Password will be at least 8 characters long and contain upper and lower case letter, numbers and special characters.
- (2) The VA Puget Sound will reconcile the Contractor billable roster with its records, negotiate any differences between its records and the Contractor billable roster, and approve the invoice for the Contractor to submit to Austin.
- (3) The VA Puget Sound will certify the Contractor's invoice when it appears in Austin and presented via OLCS for certification.

b.. VA Puget Sound will provide the Contractor by the seventh (7) workday each month with an alphabetically arranged lists of names of Veterans who were removed that month from the billable roster due to death, relocation, transfer of care, or inactivity due to no vesting visit in 24 months or no encounter in 12 months. and/or any one of the reasons listed under par. 2.b. (1)-(10) above. The list shall also include which disenrollment reason is applicable to the particular disenrolled Veteran. Veteran names that come to either the VA Puget Sound or the Contractor's attention "after the fact" will not only be removed from the current list of invoiced names, but the Contractor will also credit or reimburse the VA Puget Sound for any previous months that may have passed during which time the VA Puget Sound and/or the Contractor were unaware of the Veteran's demise, relocation, receipt of health care at a different location or any other reason listed in par. 2.b.(1)-(10) above, for which the VA Puget Sound was paying the Contractor for perceived care.

c. The VA Puget Sound will reconcile the Contractor billable roster with its records. Any perceived discrepancies identified by the Contractor, regarding the VA Puget Sound reconciled billable roster, will be required to be negotiated between the Contractor and the CBOC Coordinator/COTR or the Contracting Officer or their designee. The final Arbitrator to any disagreements between the Contractor and the VA Puget Sound regarding this billable roster is the Contracting Officer (CO). CO decisions in this regard are final, provided that such decision is consistent with the other terms of the contract.

d. Upon receipt of an electronic invoice from the Contractor, based on the billable roster agreed upon and including supporting data as detailed in par. 43.4 below, the VA Puget Sound will certify the invoice for payment. The Contractor will have 30 calendar days from the date of invoice to justify any additions to the billable roster for the applicable month of invoice. After 30 calendar days, no further changes will be authorized for the applicable month's invoice.

43.4. PAYMENTS:

a. Payments shall be made monthly, in arrears. The Contractor shall be reimbursed at the capitation rate specified in the *Supplies or Services and Prices/Costs* Section. The Contractor will be reimbursed upon receipt of a proper invoice. Invoices must contain the following information:

- (1) Invoices must include the following three separate categories:

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(a) Total number of listed Veterans from the previous month's invoice.

(b) New Veterans added to the billable roster since the previous month's invoice.

(c) Veterans removed from the billable roster since the previous month's invoice.

(d) Number of Veterans (if any) whose disenrollments generate a credit, the amount of the credit, and the calculation(s) used to arrive at the credit.

(2) The newly enrolled and disenrolled categories will list, alphabetically, each listed Veteran Patient's name followed with his/her social security number and date of first visit and/or date of removal, as appropriate. Invoices shall also reference the following:

Contract Number
Month Being Invoiced
Number of Patients Being Invoiced
Capitation Rate
Total Amount Due

b. Invoices shall be submitted to:

Department of Veterans Affairs
Financial Services Center
P.O. Box 149971
Austin, TX 78714-8971

c. Veteran Patients determined to be ineligible for VA medical care will be billed by VA Puget Sound for the care rendered in accordance with VA regulations. VA Puget Sound shall reimburse the Contractor for one visit for patient or Veteran subsequently deemed ineligible by VA Puget Sound. Reimbursement will be at the capitated rate if the visit meets Vesting criteria.

d. The Contractor shall accept payment for services rendered under this contract as payment in full. VA Puget Sound beneficiaries shall not under any circumstances be charged nor their insurance companies charged for services rendered by the Contractor, even if VA Puget Sound does not pay for those services. This provision shall survive the termination or ending of the contract. To the extent that the Veteran desires services which are not a VA Puget Sound benefit or covered under the terms of this contract, the Contractor must notify the Veteran that there will be a charge for such service and that the VA Puget Sound will not be responsible for payment. The Contractor shall not bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against, any person or entity other than VA Puget Sound for services provided pursuant to this contract. It shall be considered fraudulent for the Contractor to bill other third party insurance sources (including Medicare) for services rendered to Veteran enrollees under this contract.

e. The VA Puget Sound may deny payment for emergency medical services performed locally outside the Contractor's facility if the VA Puget Sound physician reviewing the Veteran's medical record determines that no emergency existed. The Contractor can appeal this determination in writing to the Contracting Officer by submitting supporting documentation. If a dispute still exists after Contractor's documentation is reviewed, the Contractor may file a claim under the *Disputes* clause of the contract, FAR 52.212-4(d).

43.5 ELECTRONIC FUNDS TRANSFER PAYMENT METHOD:

Payments under this contract will be made by the Electronic Funds Transfer Payment Method. In accordance with FAR 52.232-34, *Payment by Electronic Funds Transfer--Other than Central Contractor Registration*, the Contractor must provide the requested information by completing the SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form (Attachment #7) and submitting it to **Voucher Audit (04), VA Puget Sound, 3400 Lebanon Road, Murfreesboro, Washington 37129**, fifteen (15) days prior to submission of the first request for payment under this contract, unless already enrolled in Electronic Funds Transfer (EFT). The Contractor is also required to register in Central Contractor Registration (CCR) at <http://www.ccr.gov> in accordance with FAR 52.204-7, *Central Contractor Registration*, although payment will not be made through CCR until some future date.

43.6 PROCEDURE REGARDING THIRD PARTY RESOURCES:

- a. The VA Puget Sound shall be entitled to, and shall exercise, full subrogation rights and shall be responsible for making every reasonable effort to determine the legal liability of third parties to pay for services rendered to enrolled Veterans under this contract and recover any such liability from the third party.
- b. If the Contractor has determined that third party liability exists for part or all of the services provided directly by the Contractor to an enrolled patient, the Contractor shall make reasonable efforts to notify VA Puget Sound for recovery from third party liable sources the value of services rendered. All such cases will be referred to the West Consolidated Patient Account Center (West CPAC).
- c. VA Puget Sound has the authority to bill insurance carriers for treatment provided to Veterans for non-service related conditions. Veterans presenting for care will be asked by the Contractor's staff to provide their insurance and/or Medicare card(s). Per the national mandate, the Contractor's staff will **then scan** the insurance cards (front and back) into the DSS program for processing. In the event the card is not able to be scanned, a photocopy of the front and back should be made and faxed to the MS CPAC, IV Section at 615-355-1429. The copy of the card must be faxed no later than the end of the **second business** day the Veteran is seen. The system automatically requires update of this data every six months (180 days) unless the Veteran identifies a change in his insurance status. Contractor is not liable for data older than 6 months if Veteran has not visited. The Contractor shall review the health insurance information at the time of each clinic visit. Insurance Card Buffer (ICB) data is collected monthly the contract shall maintain an exception rate of less than 3%.